San Ysidro School District
Governing Board
AGENDA

Thursday
July 12, 2018
5:00 p.m.

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

San Ysidro School District
Education Center Board Room
4350 Otay Mesa Road
San Ysidro

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 14, 2018
5:00 p.m.

Pursuant to Government Code Sections 54954 and 54954.2 and Education Code Section 35140, the Regular Meeting of the Governing Board was held on Thursday, June 14, 2018 with Closed Session held at 5:00 p.m. to 6:00 p.m., and reconvened into Open Session at 6:00 p.m. and conducted its business meeting at the **San Ysidro Middle School – Multicultural Complex, 4345 Otay Mesa Road, San Ysidro, CA 92173.** Closed Session was conducted in accordance with applicable sections of California Law.

MINUTES

1. CALL TO ORDER Who: President Pallasigue Time: 5:00 p.m.

2. ROLL CALL by Gina Potter, Ed.D., Superintendent
Mrs. Rosaleah Pallasigue, President
Mrs. Irene Lopez, Vice-President
Mr. Marcos A. Diaz, Clerk
Mr. Rodolfo Linares, Member
Mr. Antonio Martinez, Member

3. PUBLIC COMMENT/COMMUNICATIONS ON CLOSED SESSION ITEMS
None at this time.

President Pallasigue made the motion to recess to Closed Session, seconded by Clerk Diaz. The vote was unanimous.

4. GOVERNING BOARD – RECESSED to CLOSED SESSION at 5:01 p.m. in accordance with section 54954.5 regarding:

4.1 GOVERNMENT CODE SECTION 54957
PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE/REASSIGNMENT

4.2 GOVERNMENT CODE SECTION 54957.6
CONFERENCE WITH LABOR NEGOTIATORS
Agency Negotiators: Daniel Zummo, Executive Director of Human Resources
Employee Organizations:
San Ysidro Education Association/CTA
California School Employees Association, Chapter 154

4.3 CONFERENCE WITH LEGAL COUNSEL REGARDING EXISTING LITIGATION
(Colom/Madera)
(Subdivision (d)(1) of Government Code Section 54956.9)
Name of Case: Special Education Due Process Hearing Student vs. SYSD;
OAH Case No.: 2018040016

4.4 CONFERENCE WITH LEGAL COUNSEL REGARDING EXISTING LITIGATION
(Colom/Madera)
(Subdivision (d)(1) of Government Code Section 54956.9)
Name of Case: Special Education Due Process Hearing Student v. SYSD;
OAH Case No.: 2017070112

4.5 CONFERENCE WITH LEGAL COUNSEL REGARDING EXISTING LITIGATION (Potter)
Pursuant to Government Code Section 54956.9 (d)(1)
Case: *San Ysidro School District v. Manuel Paul*
Case No.: 37-2015-00003840-CU-NP-CTL

RECONVENED into OPEN SESSION at 6:14 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 took the following action in Closed Session:

1) Item 4.3: The Board has agreed by a vote of 5-0 voting yes to approve a settlement in the matter of OAH Case No. 2018040016.
2) Item 4.4: The Board has agreed by a vote of 5-0 voting yes to approve a settlement in the matter of OAH Case No. 2017070112.

5. CALL TO ORDER Who: President Pallasigue Time: 6:14 p.m.

6. ROLL CALL by Gina A. Potter, Ed.D., Superintendent
Mrs. Rosaleah Pallasigue, President
Mrs. Irene Lopez, Vice-President
Mr. Marcos A. Diaz, Clerk
Mr. Rodolfo Linares, Member
Mr. Antonio Martinez, Member

7. FLAG SALUTE by Rosaleah Pallasigue, Board President

Broadway Bound performances by Sunset, Willow and Ocean View Hills School students.

8. PUBLIC COMMENT/COMMUNICATIONS ON OPEN SESSION ITEMS

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

The public has the opportunity to address the Board on any item appearing on the agenda or not on the agenda. Persons wishing to address the Board are asked to fill out a ***Public Comment Form*** located at the sign-in area, and submit the completed form to the administrative assistant prior to start of meeting.

Those who have a group concern are encouraged to select a spokesperson to address the Board. A copy of the full agenda is available for view at the Superintendent's Office located at 4350 Otay Mesa Road, San Ysidro, California. Also, at the district website: www.sysdschools.org.

Jorge Alvarez, Employee, Commented: 1) He applied for a maintenance position that opened in April and wasn't considered for the position due to favoritism and nepotism. 2) Submitted a formal written complaint to Human Resources, but hasn't received a formal written response. Received a call informing him that he wasn't considered for the position because of his absences. The reasons for his absences were because of a Board approved study leave and he also had two surgeries. He brought proper documentation to be placed in his file. 3) He was told that "the most qualified person doesn't always get the position." Brought a portfolio to the interview and was told he wasn't taken into consideration because it wasn't fair for the other applicants. He has applied for several maintenance positions and has not been considered. 4) He was told that even if he attended college, it wasn't going to get him anywhere in the district. Feels that if you are not friends with the right people, you will not get an opportunity to grow in the district.

Patricia Manley, Special Education Teacher, Commented: 1) Mentioned that Special Education needs someone to guide the ship because it has been floundering for several years and Oscar Madera is the person to do that. 2) Congratulated Mr. Martinez.

Irma Abedoy, Special Education Teacher, Commented: 1) She has been part of the district for the past sixteen years and started as a Special Education Instructional Assistant and she is now a Resource Specialist. 2) She's seen how the Special Ed. Department has suffered with the instability of Special Education Directors. 3) Mentioned meeting Oscar Madera twelve years ago when he was an intern in the district. Mr. Madera worked as a School Psychologist and Autism Specialist for the Chula Vista School District. He worked for the San Diego County Office of Education as a Senior Program Specialist and came back to San Ysidro School District as a Program Specialist. He stepped in as the Acting Director of Special Education, doing the job of two positions, and earned the respect of parents, teachers and support staff by creating an environment of honesty and trust. 4) Mr. Madera demonstrates ongoing passion and support for staff and our students.

Gloria Esquivez, Parent Volunteer, Commented: 1) Mentioned being a first year parent volunteer at Sunset. 2) Expressed disappointment because she's received attacks from other parent volunteer mothers to the point where she was almost hit inside the campus and Mr. Burciaga hasn't addressed the issues. She doesn't feel safe inside or outside the campus. 3) Requested that the Board look into the volunteers at Sunset because they've broken the protocols that were signed to be volunteers at Sunset. 4) The principal has allowed many things. Since the first incident, she went to the principal because there have been approximately four mothers that have attacked her inside and outside of the school. His response was, "don't talk to them." 5) She made a mistake and submitted a report to Human Resources noting bullying, but it's harassment. 6) A parent has been attacking her and got involved with her family and it's Viviana Camarillo who says she is the district photographer. Mr. Burciaga has allowed her to take pictures of the students at Sunset School. 7) Asked the Board to go to the school and put a stop to the parents that have been attacking her. She is not the only parent, but had the courage to speak and hopes her problem can be resolved because she is at the point of calling the police. 8) Thanked Dr. Potter for listening to her concerns and believes something will be done to resolve the issues.

Norma Hernandez, Parent Volunteer, Commented: 1) She's been a volunteer at Sunset for seven years. 2) Mentioned that a parent almost hit her and used bad language towards her. 3) She is the PTA secretary at Sunset and is disappointed that volunteers have broken the rules. 4) Asked the Board to look into who can be a volunteer at Sunset.

Esther Gutierrez, Sunset PTA, Commented: 1) She's been a volunteer at Sunset for nine years and has always spoken about the community. 2) Many parents have been harassed, bullied, and threatened at Sunset including herself. They spoke to Mr. Burciaga and he couldn't get involved or help. They also spoke to Dr. Potter, Mr. Zummo and Mr. Mata. 3) Mentioned that PTA helps with all of the events at Sunset. Asked the Board not to shut them out. They are here to help the kids. 4) If the Board can't fire the principal, move the principal to another school. 5) Volunteers are hurting. Asked the Board to go to the school and talk to the volunteers and see what is happening. 6) Viviana Camarillo is moving parents against other volunteers, taking pictures and profiting.

Carmen Ordoñez, Parent, Commented: 1) Cronyism is alive and well in the district. 2) For the past thirty-two months, she has represented her son's rights. The district and administrators have failed her son. 3) She applied for a position within the district. She received outstanding evaluations for this position years ago in addition to years as a volunteer. She had her interview on June 8, 2018, but as she walked into the room, saw the interviewing panel and knew she wasn't going to get the job. Panel members were bias because of her outspokenness at board meetings and defense of her son's rights. 4) The district has violated her rights for a fair and equitable interview process which is a violation of her civil rights. It's happened to applicants for other positions. 5) Experience and expertise

doesn't matter to the cronyism culture and retaliation tactics used by certain school board members and their puppets.

Maricela Cali, Special Education Teacher, Commented: 1) Thanked everyone who attended the Special Olympics at Smythe elementary. 2) Named all the Special Education Directors from the past eleven years. The inconsistency has affected our teaching, students and families. 3) Oscar Madera built strong relationships with parents, addressed teacher concerns, and provided students with a voice as Acting Special Education Director. He provided assistive technology and specialized equipment to address their needs. 4) The mod-severe teachers and Special Education team support Oscar Madera as the new Special Education Director.

Irma Beltran, Teacher, Commented: 1) Mentioned that over six hundred parents attended the Willow Open House. 2) She is speaking on behalf of the Special Education Department and teachers that support Mr. Madera. 3) There has been change in administration, directors, methods and preferences other people bring from other districts that work in other districts, but not in ours. 4) Teacher opinions need to be respected. They know what students need and they need someone to listen. Teachers have a professional opinion that is not their preference and not personal. It's based on student performance, experience in the classroom and working in this community. 5) Asked the Board to be fair and to listen to teachers. 6) Most of the Special Education teachers are here in support of Oscar Madera becoming the Special Education Director. 7) Asked the Board to get to know the people that support the district's mission. Mr. Madera can help accomplish the mission.

Fidel Castro, CSEA President, Commented: 1) He's been in the district twenty-two years and has been a fighter against corruption, nepotism, harassment and threats. 2) Mentioned being very disappointed about people feeling that way and said that the interviewing panels follow the rules and select the most qualified. 3) He challenges anyone with concerns to sit down and talk to him, the administration and Human Resources. We hire within and always help our community. 4) Feels that some of the comments made were not true. He assured everyone that there is no nepotism or favoritism. 5) The comments said are an insult to the district, Board Members and to him as a union member. 6) He challenges any comments made about nepotism in the district. Facts are facts.

9. CONFERENCE SESSION

Reports/Presentations

9.1 SDCOE AB 139 Audit Report – Dr. Paul Gothold, SDCOE Superintendent
9.2 Update of Master Plan for English Language Learners – Manuela Colom/Cynthia Gonzalez
9.3 Projected Enrollment and Staffing 2018-19 – Daniel Zummo
9.4 Overview of Single Plans for Student Achievement (SPSA) – Manuela Colom
9.5 RFQ Legal Services Results – Daniel Zummo
9.6 Child Nutrition Update – Paloma Perez-Bertrand

10. ITEMS FROM THE BOARD & SUPERINTENDENT

President Pallasigue, Commented: 1) Thanked Mr. Carrillo for hosting the Board meeting. 2) The Board waited on certain things to happen like the County audit to know the real scope of everything that occurred. 3) She looks forward to a new season with new leadership in place. There is a lot of work to do. 4) Thanked Mr. Wong for sharing his time with us, but is looking to find a new CBO that is worthy of coming to San Ysidro permanently. 5) Thanked all the educators, Mrs. Colom and Mr. Zummo.

Vice-President Lopez, Commented: 1) She attended the Special Education Olympics at Smythe and it was nice to see staff working together, kids enjoying the games, food booths, and kids receiving medals. This event needs to get bigger each year and thanked all Special Education staff that worked tremendously for this event. 2) Thanked Dr. Potter for being open minded and communicating with all Board Members. 3) Mentioned hearing from staff that they feel welcomed and are being listened to by Dr. Potter.

Clerk Diaz, Commented: 1) Teachers have lost too much time learning new programs. It is sometimes self-inflicted or it comes from the state. Asked Dr. Potter to find the best programs for our kids and to establish stability. Our teachers are not afforded the time to master a program when they get a new one. Our children also suffer. 2) Mentioned that we need to take a closer look and find out why our students are not wanting to attend our middle schools and fix it. 3) Mentioned that Dr. Potter has been here about a month. Selecting a superintendent involves a leap of faith and expressed being happy about the decision he made. Looks forward to Dr. Potter being here a long time. 4) As a Board, we need to decide about holding people accountable from the past that came in and took advantage of us. A decision will need to be made about sending a message and ensure it doesn't happen again.

He asked staff and the community to let the Board know what to do. 5) Looking forward to electives, sports, band and choir. Would like to see band and choir available at all the schools. 6) Asked the community to keep the channels of communication open with the Board.

Member Martinez, Commented: 1) Thanked everyone for attending and Mr. Carrillo for hosting the Board meeting. 2) He mentioned growing up in San Ysidro hearing gunshots in his neighborhood. Gangs, drugs and graffiti were prevalent. It always seemed that the odds were against him growing up in the neighborhood. Things haven't changed much in terms of what our kids go through. 3) Struggles he went through have always been a lost cause. He's always been the underdog, but knew that hard work would always get him to succeed. He also had opportunities and people that guided him. He sees everyone here guiding students to succeed, who are also underdogs. 4) Mentioned that tomorrow there will be an article related to what was reported here today. More negative attention on our school district. We will continue to do what we do best and that is teach our kids and provide them hope so they have that opportunity to succeed. 5) Mentioned that he wants all the individuals who have taken advantage of us to pay for what they did and get out of San Ysidro and our school district forever. 6) He is proud to be a Board Member even though people told him San Ysidro was a lost cause. Let's stick together and we will succeed.

Member Linares, Commented: 1) Thanked Mr. Carrillo for hosting the Board meeting. 2) He is glad to finally receive the report from the audit. 3) Thanked Dr. Potter for being a good superintendent. Hopes we can work together and bring San Ysidro up. 4) Sometimes he says things not in a proper way and people interpret it wrong, but he wants the best for students, english learners and special education students. 5) Mentioned that most of the time the Board spends their time fighting against each other and forgets about the kids. It's time to concentrate on the kids now that we have a good superintendent to guide us. 6) Sometimes we let things go too far and we get in trouble. There is a lot to fix and we need to hold everyone accountable. 7) He apologized if he ever offended anyone, but his heart is with the kids. If he has to fight everyone, he will. 8) Many IEP's were never addressed. It is a contract with the parents that needs to be fulfilled or we are violating the law. We need to address that issue. He trusts that Dr. Potter will bring us forward.

Superintendent Potter, Commented: 1) She is humbled and honored to join the San Ysidro School District family. Thanked the Board for their trust to let her come to San Ysidro. 2) She's had the honor and privilege to visit most of the schools and met with most of the staff members. The hard work she's seen, dedication and commitment to students, families and the community is remarkable. 3) She will take care of San Ysidro along with everyone and the Board as if it were her own family. She is here with a big heart and with great care for San Ysidro, the children and the community. 4) Thanked all the schools that have hosted her and apologized to those where she hasn't been to yet. A special thanks to Sunset, Willow, Vista Del Mar and La Mirada. A special thanks to all the departments she has met with. She's been here five weeks and it has been wonderful. 5) Mentioned the amazing things being done in San Ysidro such as Broadway Bound, SYMS Bands, Special Education Olympics at Smythe and the Talent Show at Sunset. Thanked Mr. Mata for accompanying her, taking photos of the events and showcasing how wonderful San Ysidro is. Many people aren't aware of the wonderful things happening in the District.

The Board recessed at 8:45 p.m. and reconvened at 9:04 p.m.

11. GENERAL ADMINISTRATION

11.1 MINUTES

The Board approved the amended minutes of the Regular Board Meeting of May 10, 2018.

Motion: Pallasigue Second: Martinez Vote: Unanimous

11.2 APPOINTMENT OF BOARD SECRETARY

The Board appointed Gina A. Potter, Ed.D., as the Board Secretary.

Motion: Diaz Second: Linares Vote: Unanimous

11.3 APPROVAL OF CONFERENCE ATTENDANCE/EVENTS FOR THE GOVERNING BOARD AND SUPERINTENDENT FOR THE 2018-2019 SCHOOL YEAR (Potter)
The Board approved attendance for the Governing Board and the Superintendent to individually selected conferences/events for the 2018-2019 school year which includes the 2018 CSBA Annual Education Conference, ACSA Superintendent's Academies, ACSA State Legislative Policy Committee (Chair) and the ACSA Leadership Summit.

Motion: Pallasigue Second: Lopez Vote: Unanimous

11.4 GOVERNING BOARD MEMBERSHIP FOR THE 2018-2019 SCHOOL YEAR (Potter)
The Board approved Board membership to the California School Boards Association for the 2018-2019 school year at a cost of $13,239.00 from the General fund.

Motion: Diaz Second: Linares Vote: Unanimous

11.5 FIRST AMENDMENT TO INTERIM CHIEF BUSINESS OFFICIAL EMPLOYMENT AGREEMENT (Potter)
The Board approved/ratified the First Amendment to Interim Chief Business Official, Peter Wong, Employment Agreement to work two days a week.

Motion: Diaz Second: Linares Vote: Unanimous

11.6 INTERIM CHIEF BUSINESS OFFICIAL EMPLOYMENT AGREEMENT (Potter)
The Board approved the employment of Interim Chief Business Official, Kamran Azimzadeh, and Employment Agreement effective June 15, 2018 to work three days a week.

Motion: Pallasigue Second: Linares Vote: Unanimous

11.7 EDUCATION PROTECTION ACCOUNT (EPA) SPENDING PLAN (Wong)
The Board approved the Education Protection Account (EPA) spending plan for the 2018-19 school year.

Motion: Diaz Second: Lopez Vote: Unanimous

11.8 ADOPTION OF THE LOCAL CONTROL ACCOUNTABILITY PLAN FOR SCHOOL YEAR 2017-2020 (Colom)
The Board approved and adopted the Local Control Accountability Plan (LCAP) for school year 2017-2020.

Motion: Diaz Second: Pallasigue Vote: Unanimous

11.9 2018-19 BUDGET ADOPTION (Wong)
The Board adopted the proposed 2018-19 Budget.

Motion: Pallasigue Second: Linares Vote: Unanimous

11.10 DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS (Zummo)
The Board approved the Declaration of Need for Fully Qualified Educators, in specific areas which are difficult to fill for the 2018-2019 school year.

Motion: Pallasigue Second: Diaz Vote: Unanimous

11.11 ANNUAL RESOLUTIONS 2018-19 (Wong)
The Board approved Resolutions Nos. 18/19-0001 – 18/19-0006 designating the Superintendent and designees as the authorized agents to carry out District business for fiscal year 2018-19.

Motion: Diaz Second: Linares Vote: Unanimous

11.12 RESOLUTION NO. 18/19-0007 DESIGNATING AUTHORIZED DISTRICT REPRESENTATIVES AND SIGNATORIES WITH THE STATE ALLOCATION BOARD, OFFICE OF PUBLIC SCHOOL CONSTRUCTION (Wong)
The Board approved Resolution No. 18/19-0007, designating Dr. Gina Potter, Superintendent as the authorized representative to the State Allocation Board, Office of Public School Construction effective July 1, 2018 through June 30, 2019.

Motion: Diaz Second: Linares Vote: Unanimous

11.13 RESOLUTION NO. 18/19-0008 TO ESTABLISH TEMPORARY INTERFUND BORROWING OF SPECIAL OR RESTRICTED FUND MONEYS (Wong)
The Board approved Resolution No. 18/19-0008 to establish temporary interfund borrowing of special or restricted fund moneys effective July 1, 2018 through June 30, 2019.

Motion: Pallasigue Second: Diaz Vote: Unanimous

11.14 IGT GRANT (Colom)
The Board accepted the IGT Grant for Smythe Elementary in the amount of $25,000.00 for a Computer Lab.

Motion: Pallasigue Second: Diaz Vote: Unanimous

11.15 BOARD WORKSHOP DATES (Potter)
The Board discussed and approved one ~~three~~ board workshop date, July 13, 2018, and will select another date at the July 13, 2018 Board workshop.

Motion: Pallasigue Second: Lopez Vote: Unanimous

11.16 DISCUSSION ON SPECIAL BOARD MEETING (Potter)
Information only.

12. CONSENT CALENDAR
The Board approved the Consent Calendar with the following changes:

1) Amendment to the Consent Calendar Item 12B.30 SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACTS WITH NONPUBLIC AGENCIES FOR THE 2018-2019 SCHOOL YEAR amount changed from $825,868.00 to $725,960.00.

2) Pulled Consent Calendar Items 12B.2, 12C.1, 12C.2, 12D.1 and 12D.2 for discussion and to be voted on separately.

Motion: Pallasigue Second: Diaz Vote: Unanimous

12A. CURRICULUM & INSTRUCTION

12A.1 ENGLISH LEARNER RECLASSIFICATION CRITERIA (Colom)
The Board approved the English Learner Reclassification Criteria.

12A.2 SINGLE PLANS FOR STUDENT ACHIEVEMENT (SPSA) FOR THE 2018-2019 SCHOOL YEAR (Colom)
The Board approved the 2018-2019 Single Plans for Student Achievement for La Mirada, Ocean View Hills, Smythe, Sunset, Willow, Vista Del Mar Middle and San Ysidro Middle Schools.

12A.3 FIELD TRIPS TO PUMP IT UP, CHULA VISTA – WILLOW SCHOOL (Colom)
The Board approved /ratified the educational field trips to Pump it Up, Chula Vista for 1st and 3rd grade students from Willow School scheduled for May 24 and June 13 and 18, 2018 at an approximate cost of $1,540.00 from PTA donations and fundraising.

12A.4 COLLEGE FOR KIDS PROGRAM AT SOUTHWESTERN COLLEGE (Colom)
The Board approved the participation of approximate thirty Gate students in grades 5th – 8th from the District at the College for Kids Program at Southwestern College from July 2-12, 2018 at a cost not to exceed $9,300.00 from the Supplemental and Concentration fund.

12A.5 PROFESSIONAL DEVELOPMENT (Colom)
The Board approved /ratified the attendance and participation of District staff to different professional developments, as scheduled.

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Sylvia Mayer, Jamie Barrett	ELPAC Academy – Focusing on ELs in the Classroom	San Diego	August 30, 2018	$200.00	Title III Fund
Manuela Colom	Imagine Learning Partnership Forum	Provo, Utah	September 26-28, 2018	$592.00	Title II Fund
Manuela Colom, Kelli Hay	2018-19 ACSA Academies – Leading CI to Support LCAP Implementation	Ontario, CA	August 17-18, 2018 October 5-6, 2018	$3,300.00	Title II Fund
Cynthia Gonzalez	2018-19 ACSA Academies – English Language Learners	Lake Balboa, CA	Sept. 14-15, 2018 October 5-6, 2018 November 30, 2018 January 11-12, 2019 February 8-9, 2019 March 8-9, 2019 April 5-6, 2019	$4,500.00	Title III Fund
Cynthia Gonzalez, Adriana Aguilar	Initial LPAC Administration and Scoring Makeup Training	Montebello, CA	August 8, 2018	Mileage	Title II Fund
Cesar Mercado	PLTW Computer Science App Creators Course	San Diego	July 15-20, 2018	$3,550.00	Title II Fund

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Daniel Zummo	ACSA Academies - Personnel Administrator	El Centro	Sept. 14-15, 2018 October 12-13, 2018 November 16-17, 2018 December 7-8, 2018 January 11-12, 2019 February 1-2, 2019 March 1-2, 2019	$3,259.00	General Fund
Manuela Colom, Kelli Hay, Cynthia Gonzalez, Manuel Bojorquez	Advancing with Benchmark Consortium	La Jolla	June 26 & 27, 2018	$1,200.00	Title II Fund
Juan Molina, Adriana Aguilar, Gloria Mena, Sylvia Mayer, Cynthia Gonzalez, Michelle Patterson, Maria Huerta, Carmen Luna, Cynthia Mosqueda, Ebony Virgil, Nancy Alvarado, Lourdes Quezada, Plus 28 teachers, TBD	CAASPP Summer Institute 2018	San Diego	July 26-27, 2018	$4,000.00	Title II Fund

12B. BUSINESS

12B.1 PURCHASING REPORT (Wong)
The Board approved/ratified the following purchase orders incurred by the District during the period April 20, 2018 through May 31, 2018.

12B.2 EXPENDITURE REPORT (Wong)
The Board approved/ratified the expenditures incurred by the District during the period of April 19, 2018 through May 22, 2018 for a total expenditure of $1,343,253.70.

Motion: Pallasigue Second: Martinez Vote: Unanimous

12B.3 ACCEPTANCE OF DONATIONS (Wong)
The Board accepted donations valued at $5,224.42 to help support and enrich our educational programs.

12B.4 AGREEMENT WITH PARADIGM HEALTHCARE SERVICES FOR 2018-2019 SCHOOLYEAR (Colom)
The Board approved the agreement with Paradigm Healthcare Services to provide health billing services and consultation for school year 2018-2019.

12B.5 MINI-GRANT AGREEMENT WITH SAN DIEGO STATE UNIVERSITY RESEARCH FOUNDATION (Colom)
The Board approved/ratified the Mini-Grant agreement with San Diego State University Research Foundation and accepted the grant award of up to $1,000.00 in support of La Mirada Elementary science project and a field trip to the Fleet Science Center.

12B.6 PERMIT CONTRACT WITH CITY OF SAN DIEGO, PARKS & RECREATION – WILLOW SCHOOL (Colom)
The Board approved/ratified the Permit Contracts with the City of San Diego, Parks and Recreation for Willow School students to participate in field trips to Larsen Field Community Park and Vista Terrace Community Pool at an estimated cost up to $424.00 from class fundraising.

12B.7 PERMIT CONTRACT WITH CITY OF SAN DIEGO, PARKS & RECREATION – SUNSET SCHOOL (Colom)
The Board approved/ratified the Permit Contract with the City of San Diego, Parks and Recreation for Sunset School students to participate in a field trip to Vista Terrace Community Pool on June 12, 2018 at an estimated cost up to $234.00 from class fundraising.

12B.8 AGREEMENT WITH FEEDING SAN DIEGO FOR THE 2018-2020 SCHOOL PANTRY PROGRAM PARTNERSHIP – WILLOW AND SUNSET SCHOOLS (Colom)
The Board approved/ratified the 2-year agreement with Feeding San Diego for the School Pantry Program at Willow and Sunset Schools at no cost to the students, families and District.

12B.9 BOARD ACTION TO DECLARE DISTRICT PERSONAL PROPERTY AS OBSOLETE, SURPLUS, DISPOSE OF, OR DONATE PER CALIFORNIA EDUCATION CODE 17546(A)(B)(C) (Wong)
The Board approved the disposal and donation of District's personal property that is beyond economic repair.

12B.10 AGREEMENT WITH ORANGE COUNTY SUPERINTENDENT OF SCHOOLS (Colom)
The Board approved the 2018-19 School-Based Medi-Cal Administrative Activities Participation Agreement with Orange County Superintendent of Schools. All costs incurred will be paid by the Department of Health Services.

12B.11 SAN DIEGO COUNTY OFFICE OF EDUCATION BTSA INDUCTION PROGRAM DISTRICT AGREEMENT (Zummo)
The Board approved the San Diego County Office of Education – BTSA Induction Program District Agreement for the 2018-2019 school year.

12B.12 AGREEMENT WITH NATIONAL UNIVERSITY – STUDENT TEACHING AND PRACTICUM PROGRAMS (Zummo)
The Board approved the 5-year agreement with National University for the Student Teaching and Practicum Program effective July 1, 2018 through June 30, 2023.

12B.13 AGREEMENT WITH NATIONAL UNIVERSITY – INTERN PROGRAM (Zummo)
The Board approved the 5-year agreement with National University for the Internship Credential Program effective July 1, 2018 through June 30, 2023.

12B.14 IN LIEU OF TRANSPORTATION AGREEMENT 2017-2018 (Colom)
The Board approved/ratified the In Lieu of Transportation Agreement with parents of two (2) special needs students for school year 2017-2018.

12B.15 SERVICE AGREEMENT WITH AMPLIFY EDUCATION, INC. FOR CORE INITIAL WORKSHOP (Colom)
The Board approved the service agreement with Amplify Education, Inc. to provide a Core Initial Workshop for Middle School teachers at a cost up to $3,200.00 from the General fund.

12B.16 AMENDMENT TO THE AGREEMENT WITH THE ADVANCEMENT VIA INDIVIDUAL DETERMINATION (AVID) CENTER (Colom)
The Board approved the amendment to the agreement with the Advancement Via Individual Determination (AVID) Center to include the District Leadership Training at an additional cost of $6,000.00 to be paid from the Supplemental and Concentration fund.

12B.17 AGREEMENT WITH DECISIONINSITE, LLC (Wong)
The Board approved the service agreement with DecisionInsite, LLC for 2018-19 at an annual cost of $11,488.00 from the General fund.

12B.18 AGREEMENT WITH VECTORUSA FOR MANAGED TECHNOLOGY SERVICES (Colom)
The Board approved the agreement with VectorUSA for Managed Technology Services (Network and Server Architecture) at an estimated amount up to $150,000.00 from the General fund.

12B.19 RESOLUTION NO. 17/18-0015 – BOARD COMPENSATION FOR MISSED MEETINGS (Potter)
The Board adopted Resolution No. 17/18-0015 recognizing that Antonio Martinez was absent from the regular Board Meeting of May 10, 2018 due to illness and received the maximum monthly compensation for that month.

12B.20 RESOLUTION NO. 17/18-0016 – BOARD COMPENSATION FOR MISSED MEETINGS (Potter)
The Board adopted Resolution No. 17/18-0016 recognizing that Irene Lopez was absent from the regular Board Meeting of May 10, 2018 due to hardship and received the maximum monthly compensation for that month.

12B.21 AGREEMENTS WITH TEAMS FOR 2018-2019 SCHOOL YEAR (Colom)
The Board approved the Site Enrollment Agreements with Translating Evidence-based Interventions for ASD: Multi-Level Implementation Strategy (TEAMS): Classroom Pivotal Response Teaching and An Individualized Mental Health Intervention to examine the impact of strategies to enhance clinician training in an evidence-based intervention for children with autism spectrum disorder for school year 2018-2019 at no cost to the District.

12B.22 SERVICE AGREEMENT WITH HAPARA INC. FOR USE OF ANALYTICS SOFTWARE (Colom)
The Board approved the agreement with Harpara Inc. for the Analytics software license for Vista Del Mar Middle School. This service is sponsored by Digital Promise at no cost to the District.

12B.23 MEMORANDUM OF AGREEMENT WITH COMMUNITY HEALTH IMPROVEMENT PARTNERS (CHIP) FOR THE 2018-19 FARM TO SCHOOL MARKETING CAMPAIGN (Colom)
The Board approved the Memorandum of Agreement with Community Health Improvement Partners (CHIP) for the participation in the 2018-19 Farm to School Marketing Campaign at no cost to the District.

12B.24 AMENDMENT TO THE REGENTS OF THE UNIVERSITY OF CALIFORNIA AGREEMENT FOR VISION & HEARING SCREENING SERVICES (Colom)
The Board approved the first amendment to the agreement with The Regents of the University of California for vision and hearing screening services at a cost of $19.50 per student from Preschool and Child Development funds.

12B.25 BID AWARD NO. 17/18-339 AND AGREEMENT WITH CONAN CONSTRUCTION INC. FOR THE PORTABLE CLASSROOMS PROJECT AT OCEAN VIEW HILLS AND VISTA DEL MAR SCHOOLS (Wong)

The Board approved/ratified the Agreement and Bid Award No. 17/18-339 of the 2018 2 Site Portable Addition for Ocean View Hills and Vista Del Mar Project to Conan Construction Inc. in the amount of $967,000.00.

12B.26 RESOLUTION AND CONTRACT WITH CALIFORNIA STATE DEPARTMENT OF EDUCATION –CALIFORNIA STATE PRESCHOOL PROGRAM (CSPP) 2018-19 (Colom)

The Board approved the adoption of the California Department of Education's Resolution designating authorized representatives to sign contract documents and approve the California State Preschool Program (CSPP) Contract No. CSPP-8470 for school year 2018-19.

12B.27 AGREEMENT WITH SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS FOR 2018-19 QUALITY PRESCHOOL INITIATIVE SERVICES (Colom)

The Board approved/ratified the agreement with San Diego County Superintendent of Schools for the 2018-19 First 5 San Diego Quality Preschool Initiative (QPI) Program to include: ▪ Agency iPad User Agreement, and ▪ Pinwheel (Sub-Contractor End User Agreement).

12B.28 AGREEMENT WITH SAN DIEGO OUTLETS AT THE BORDER (Colom)

The Board approved/ratified the agreement with San Diego Outlets at the Border for use of their facilities on July 30 and July 31, 2018 at no cost to the District.

12B.29 AGREEMENT WITH MARSAFETY COMPLIANCE SERVICES (Wong)

The Board approved the agreement with MarSafety Compliance Services to provide a mandatory annual pesticide compliance course for staff at a cost of $650.00 from the General fund.

12B.30 SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACTS WITH NONPUBLIC AGENCIES FOR 2018-2019 SCHOOL YEAR (Colom)

The Board approved the San Diego County Nonpublic Master Contracts with the above-mentioned agencies to provide specialized services for school year 2018-2019 at an estimated cost up to $725,960.00 from the Special Education fund.

12B.31 MEMORANDUM OF AGREEMENT WITH YMCA OF SAN DIEGO COUNTY FOR 2018-2019 ASES & 21st CCLC PROGRAM (Colom)

The Board approved the Memorandum of Agreement with YMCA of San Diego County to provide After School Education & Safety (ASES) Services and 21st Century Community Learning Centers (CCLC) for fiscal year 2018-2019 in an amount up to $967,427.22.

12C. PERSONNEL – CLASSIFIED

EMPLOYMENT (Zummo)

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

12C.1 Classified Probationary Staff

Motion: Pallasigue Second: Linares Vote: Unanimous

12C.2 Classified Substitute Staff

Motion: Pallasigue Second: Diaz Vote: Unanimous

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

12C.3 Classified Staff

RETIREMENT (Zummo)
The Board approved/ratified the retirement for the following as recommended by staff:

12C.4 Classified Staff

12D. PERSONNEL – CERTIFICATED

EMPLOYMENT (Zummo)
The Board approved/ratified the employment for the following as recommended by staff:

12D.1 Certificated Probationary Staff

Motion: Pallasigue Second: Linares Vote: Unanimous

12D.2 Certificated Substitute Staff

Motion: Pallasigue Second: Diaz Vote: Unanimous

12E. PERSONNEL – MANAGEMENT

EMPLOYMENT (Zummo)
The Board approved/ratified the employment for the following as recommended by staff:

12E.1 Certificated Management Staff

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

12E.2 Certificated Management Staff

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

13. ADJOURNMENT Time: 10:11 p.m.

Respectfully Submitted,

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

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

SPECIAL MEETING OF THE GOVERNING BOARD
THURSDAY, JUNE 7, 2018
5:00 p.m.

Pursuant to Government Code Section 54956 and Education Code Section 35144, the Special Meeting of the Governing Board was held on Thursday, June 7, 2018 at 5:00 p.m., and conducted its business meeting at the **San Ysidro School District – Education Center Board Room, 4350 Otay Mesa Road, San Ysidro, CA 92173.**

MINUTES

1. CALL TO ORDER Who: President Pallasigue Time: 5:00 p.m.

2. ROLL CALL by Gina A. Potter, Ed.D., Superintendent & Secretary to the Board
Mrs. Rosaleah Pallasigue, President
Mrs. Irene Lopez, Vice-President
Mr. Marcos A. Diaz, Clerk – *Absent*
Mr. Rodolfo Linares, Member
Mr. Antonio Martinez, Member

3. FLAG SALUTE by Rosaleah Pallasigue, Board President

4. PUBLIC COMMENT/COMMUNICATIONS ON CLOSED SESSION ITEMS
None at this time.

Member Martinez made the motion to recess to Closed Session, seconded by Vice-President Lopez. The vote was 4-0.

5. GOVERNING BOARD – RECESSED to CLOSED SESSION at 5:02 p.m. in accordance with section 54954.5 regarding:

5.1 CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION (Potter/Wong)
Pursuant to Government Code Section 54956.9 (d)(1)
Case: *Project: La Mirada And Smythe Elementary Schools Modernization American Arbitration Association Case No: 01-18-001-0481*

5.2 CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION (Potter)
Significant exposure to litigation pursuant to Government Code Section 54956.9 (d) (2)
No of cases: 1

5.3 GOVERNMENT CODE SECTION 54957 (Potter)
PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT
Title: Assistant Superintendent of Human Resources, Assistant Superintendent of Educational Services, and Assistant Superintendent of Business Services

RECONVENED into OPEN SESSION at 6:06 p.m. to take action on items discussed in closed session, or to make disclosures of action taken in closed session, if any, as required by Government Code section 54957.7 and section 54957.1.

The Board took the following action in Closed Session:

1) The Board voted on a 4-0 vote, with Board Member Marcos Diaz absent, to authorize the superintendent to negotiate a Legal Services Agreement and retain the services of the law firm Best Best & Krieger to substitute in as the District's legal counsel in the matter regarding La Mirada and Smythe Elementary Schools Modernization.

ROLL CALL by Gina A. Potter, Ed.D., Superintendent & Secretary to the Board
Mrs. Rosaleah Pallasigue, President
Mrs. Irene Lopez, Vice-President
Mr. Marcos A. Diaz, Clerk – *Absent*
Mr. Rodolfo Linares, Member
Mr. Antonio Martinez, Member

6. PUBLIC COMMENT/COMMUNICATIONS ON OPEN SESSION ITEMS

None at this time.

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

The public has the opportunity to address the Board on any item appearing on the agenda or not on the agenda. Persons wishing to address the Board are asked to fill out a ***Public Comment Form*** located at the sign-in area, and submit the completed form to the administrative assistant prior to start of meeting.

Those who have a group concern are encouraged to select a spokesperson to address the Board. A copy of the full agenda is available for view at the Superintendent's Office located at 4350 Otay Mesa Road, San Ysidro, California. Also, at the district website: www.sysdschools.org.

7. CONFERENCE SESSION

Reports/Presentations

7.1 Draft LCAP Presentation – Manuela Colom/Kelli Hay
7.2 Proposed Budget 2018-2019 – Peter Wong

8. GENERAL ADMINISTRATION

8.1 PUBLIC HEARING FOR LOCAL CONTROL ACCOUNTABILITY PLAN (LCAP) 2018-2019

(Colom/Hay)
A public hearing is required per Education Code section 52062 to solicit the recommendations and comments of members of the public regarding specific actions and expenditures proposed to be included in the LCAP.

There were no public comments.

Motion: Pallasigue Second: Martinez Vote: 4-0

8.2 PUBLIC HEARING FOR PROPOSED BUDGET 2018-19 (Wong)
The Board is required by Education Code Section 42103 to conduct a public hearing on the Proposed Budget 2018-19.

Guillermina Sandez, Teacher, commented that she doesn't understand why the amount for books and supplies is similar every year.

Jennifer Cuestas, Special Education Teacher, commented that she would like clarification of the contributions to Special Education.

Motion: Pallasigue Second: Lopez Vote: 4-0

8.3 CALIFORNIA STATE PRESCHOOL PROGRAM (CSPP) RESOLUTION (Colom)
The Board approved the adoption of the California State Preschool Program designating authorized representatives to sign documents for the Preschool & Child Development Programs for fiscal year 2017-2018.

Motion: Martinez Second: Lopez Vote: 4-0

8.4 PERSONNEL MANAGEMENT - REVISED JOB DESCRIPTION (Zummo)
The Board approved the revised job description for Assistant Superintendent of Business Services with the change of title to Chief Business Official (CBO).

Motion: Linares Second: Pallasigue Vote: 4-0

President Pallasigue made the motion to adjourn the meeting, seconded by Member Martinez. The vote was 4-0.

9. ADJOURNMENT Time: 7:47 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, JUNE 26, 2018
5:00 p.m.

Pursuant to Government Code Section 54956 and Education Code Section 35144, the Special Meeting of the Governing Board was held on Tuesday, June 26, 2018 at 5:00 p.m., and conducted its business meeting at the **San Ysidro School District – Education Center Board Room, 4350 Otay Mesa Road, San Ysidro, CA 92173.**

MINUTES

1. CALL TO ORDER Who: President Pallasigue Time: 5:01 p.m.

2. FLAG SALUTE by Rosaleah Pallasigue, Board President

3. ROLL CALL by Gina A. Potter, Ed.D., Superintendent & Secretary to the Board
Mrs. Rosaleah Pallasigue, President
Mrs. Irene Lopez, Vice-President
Mr. Marcos A. Diaz, Clerk – *Absent*
Mr. Rodolfo Linares, Member
Mr. Antonio Martinez, Member – *Absent*

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

Motion: Lopez Second: Pallasigue Vote: 3-0

5. PUBLIC COMMENT/COMMUNICATIONS ON OPEN SESSION ITEMS
None at this time.

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

The public has the opportunity to address the Board on any item appearing on the agenda or not on the agenda. Persons wishing to address the Board are asked to fill out a ***Public Comment Form*** located at the sign-in area, and submit the completed form to the administrative assistant prior to start of meeting.

Those who have a group concern are encouraged to select a spokesperson to address the Board. A copy of the full agenda is available for view at the Superintendent's Office located at 4350 Otay Mesa Road, San Ysidro, California. Also, at the district website: www.sysdschools.org.

6. GENERAL ADMINISTRATION

6.1 SELECTION OF LEGAL COUNSEL (Potter/Zummo)
The Board directed the Superintendent to enter into agreements with one or more law firms who responded to the Request for Qualifications (RFQ) to retain their legal services on an as-needed basis.

Motion: Pallasigue Second: Linares Vote: 3-0

6.2 AGREEMENT WITH VECTORUSA FOR NETWORKING SERVICES FOR WIRELESS, FIREWALL, STORAGE AND DOMAIN MIGRATION PROJECTS (Colom/Lewis)
The Board approved the agreement with VectorUSA for Network Engineering Services for wireless, firewall, storage, and domain migration projects for a total cost of $14,395.59 from the General fund.

Motion: Pallasigue Second: Lopez Vote: 3-0

President Pallasigue made the motion to adjourn the meeting, seconded by Vice-President Lopez. The vote was 3-0.

7. ADJOURNMENT Time: 5:49 p.m.

Respectfully Submitted,

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

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 12, 2018

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

FROM:
Human Resources
Daniel Zummo, Executive Director

INITIAL: DZ

☐ Informational
☒ Action

AGENDA ITEM: REVISED ORGANIZATIONAL CHART

BACKGROUND INFORMATION:
According to Board Policy 4301, the District shall maintain a current District organization chart which designates lines of primary responsibility and the relationships among all District positions.

RECOMMENDATION:
Approve the revised District Management Organizational Chart.

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

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

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

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

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

Superintendent's Office Certification:

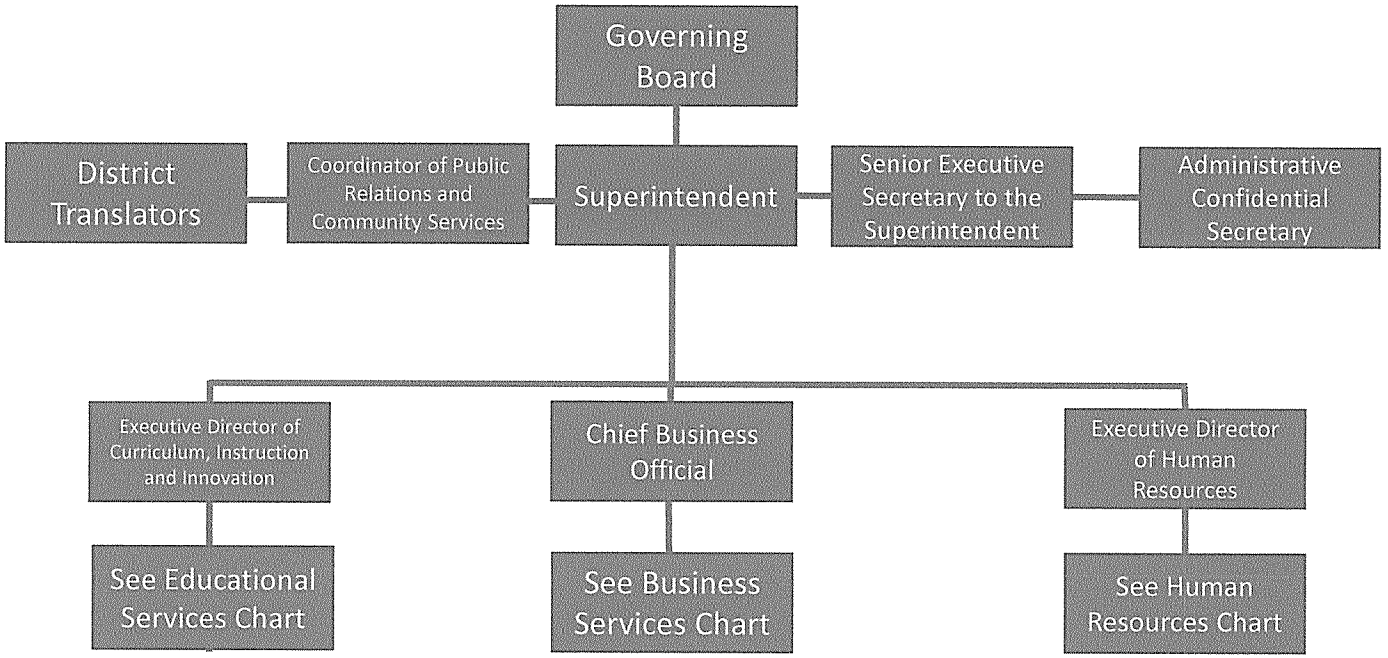
Gina A. Potter, Ed.D., Superintendent
Secretary to the Board

San Ysidro School District EST - 1887

QUALITY EDUCATION AND OPPORTUNITY FOR ALL STUDENTS TO SUCCEED

2018/2019 Proposed San Ysidro School District Organization Chart

Governing Board and Superintendent



Revised: July 2018 - Adopted:

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 12, 2018

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

FROM:
Human Resources
Daniel Zummo, Executive Director

INITIAL: DZ

☐ Informational
☒ Action

AGENDA ITEM: REVISED MANAGEMENT SALARY SCHEDULE

BACKGROUND INFORMATION:
Administration recommends revising the management salary schedule to reflect the revisions in the organization chart.

RECOMMENDATION:
Approve the revised Management Salary Schedule to reflect title changes with no fiscal impact.

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

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

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

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

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

Superintendent's Office Certification:

Gina A. Potter

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

Certificated Management Salary Schedule

* Longevity is applied to current placement on Management Salary Schedule

		1	2	3	4	5	6	LONGEVITY AMOUNTS (15,20,25 years) 15 YEARS 2.5% of STEP 1 L1	20 YEARS 5% of STEP 1 L2	25 YEARS 7.5% of STEP 1 L3
CERTIFICATED MANAGER		$ 103,586.71	$ 106,176.38	$ 108,830.79	$ 111,551.56	$ 114,340.35	$ 117,198.85	$ 2,589.67	$ 5,179.34	$ 7,769.00
ASSISTANT PRINCIPAL		$ 103,586.71	$ 106,176.38	$ 108,830.79	$ 111,551.56	$ 114,340.35	$ 117,198.85	$ 2,589.67	$ 5,179.34	$ 7,769.00
CERTIFICATED COORDINATOR I		$ 109,922.42	$ 112,670.48	$ 115,487.24	$ 118,374.42	$ 121,333.78	$ 124,367.13	$ 2,748.06	$ 5,496.12	$ 8,244.18
PRINCIPAL		$ 116,870.45	$ 119,792.21	$ 122,787.02	$ 125,856.69	$ 129,003.11	$ 132,228.19	$ 2,921.76	$ 5,843.52	$ 8,765.28
CERTIFICATED COORDINATOR II		$ 123,935.68	$ 127,034.07	$ 130,209.92	$ 133,465.17	$ 136,801.80	$ 140,221.85	$ 3,098.39	$ 6,196.78	$ 9,295.18
DIRECTOR OF SPED		$ 126,062.16	$ 129,213.71	$ 132,444.06	$ 135,755.16	$ 139,149.04	$ 142,627.76	$ 3,151.55	$ 6,303.11	$ 9,454.66

Classified Management Salary Schedule

* Longevity is applied to current placement on Management Salary Schedule

		1	2	3	4	5	6	LONGEVITY AMOUNTS (15,20,25 years) 15 YEARS 2.5% of STEP 1 L1	20 YEARS 5% of STEP 1 L2	25 YEARS 7.5% of STEP 1 L3
CLASSIFIED MANAGER		$ 81,885.00	$ 83,932.13	$ 86,030.43	$ 88,181.19	$ 90,385.72	$ 92,645.36	$ 2,047.13	$ 4,094.25	$ 6,141.38
CLASSIFIED COORDINATOR		$ 102,799.30	$ 105,369.28	$ 108,003.51	$ 110,703.60	$ 113,471.19	$ 116,307.97	$ 2,569.98	$ 5,139.97	$ 7,709.95
CLASSIFIED COORDINATOR II		$ 105,369.28	$ 108,003.51	$ 110,703.60	$ 113,471.19	$ 116,307.97	$ 119,215.67	$ 2,634.23	$ 5,268.46	$ 7,902.70
CLASSIFIED DIRECTOR I		$ 112,695.60	$ 115,512.99	$ 118,400.81	$ 121,360.84	$ 124,394.86	$ 127,504.73	$ 2,817.39	$ 5,634.78	$ 8,452.17
CLASSIFIED DIRECTOR II		$ 121,360.84	$ 124,394.86	$ 127,504.73	$ 130,692.35	$ 133,959.66	$ 137,308.65	$ 3,034.02	$ 6,068.04	$ 9,102.06

Senior Management Salary Schedule

		1	2	3	4	5	6
EXECUTIVE DIRECTOR		$ 140,142.46	$ 143,646.02	$ 147,237.17	$ 150,918.10	$ 154,691.05	$ 158,558.33
CHIEF BUSINESS OFFICIAL		$ 147,237.17	$ 150,918.10	$ 154,691.05	$ 158,558.33	$ 162,522.29	$ 166,585.34
SUPERINTENDENT		$ 180,000.00	$ 184,500.00	$ 189,112.50	$ 193,840.31	$ 198,686.32	$ 203,653.48

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 12, 2018

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

FROM:
Business Services
Peter Wong, Interim Chief Business Official
Kamran Azimzadeh, Interim Chief Business Official

INITIAL:

☐ Informational
☒ Action

AGENDA ITEM: RESOLUTION 18/19-0009 ESTABLISHING ANNUAL SPECIAL TAX RATES FOR COMMUNITY FACILITIES DISTRICTS NO. 1, NO. 2 AND NO. 3 FOR 2018-19 FISCAL YEAR

BACKGROUND INFORMATION:
Special Tax Rates (Mello-Roos) levied in Community Facilities District (CFD) No. 1, No. 2, and No. 3 are established pursuant to the Rates and Method calculations developed at inception of the CFDs. These tax rates are adjusted each year and rates for development and underdeveloped land are established. CFD Tax Assessments are used to payoff Certificates of Participation.

The new rates for 2018-19 are stipulated in the attached resolution. Special Tax Roll for CFD No. 1, No. 2 and No. 3 are available for review in the Business Services Office.

RECOMMENDATION:
Approve adoption of Resolution No. 18/19-0009 Establishing Annual Special Tax Rates for Community Facilities Districts No. 1, No. 2, and No. 3 for 2018-2019 fiscal year.

UNDER SEPARATE COVER

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

Financial Implications?	Are funds for this item available in the 2018-2019 Budget?	Requisition #
☐ Yes ☒ No	☐ Yes ☐ No	
N/A (Amount)	N/A (Name of funding source and/or location)	-- (Funding account number)

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

Superintendent's Office Certification:

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

San Ysidro School District

RESOLUTION No. 18/19-0009

Resolution Establishing)
Annual Special Tax Rates for)
Community Facilities Districts)
No. 1, No. 2 and No. 3)

On motion of Member _____, seconded by Member _____ , the following Resolution is adopted:

WHEREAS, the GOVERNING BOARD of the SAN YSIDRO SCHOOL DISTRICT, CALIFORNIA, (hereinafter referred to as the "legislative body"), has initiated proceedings, held public hearing, conducted elections and received favorable votes for the qualified electors relating to the levy of special taxes in a community facility district, as authorized pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982", being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California. The Community Facilities Districts are known and designated as follows:

COMMUNITY FACILITIES DISTRICT NO. 1
COMMUNITY FACILITIES DISTRICT NO. 2
COMMUNITY FACILITIES DISTRICT NO. 3

(hereinafter referred to as the "CFD No. 1," "CFD No. 2," and "CFD No. 3", collectively "Districts");
and,

WHEREAS, the legislative body, by Ordinances adopted for the Districts as authorized by Section 53340 of the Government Code of the State of California, has authorized the levy of special taxes to pay for costs and expenses related to each such District, and this legislative body is desirous to establish the rate of the special taxes to be collected within CFD No. 1, CFD No. 2, and CFD No. 3 for the next fiscal year.

BE IT RESOLVED:

Section 1. That the above recitals are all true and correct.

Section 2. That the specific rates and amounts of the special taxes to be collected to pay for the costs and expenses for the next fiscal year (2018-2019) for the referenced Districts are hereby determined and established as set forth in the attached, referenced and incorporated Exhibit "A".

Section 3. That the rates as set forth above do not exceed the amounts as previously authorized by the Ordinances of this legislative body and are not in excess of that as previously approved by the qualified electors of the Districts.

Section 4. That the proceeds of the special taxes shall be used to pay, in whole or in part, the costs of the following as they pertain to the Districts, in the following order of priority:

A. Payment of principal and interest on any outstanding authorized bonded indebtedness.

B. Necessary replenishment of bond reserve funds or other reserve funds,
C. Payment of costs and expenses of authorized public facilities and public services, as applicable;
D. Repayment of advances and loans, if appropriate.

Section 5. The special taxes shall be collected in the same manner as ordinary ad valorem property taxes are collected and shall be subject to the same penalties, same procedures and sale in cases of any delinquency for ad valorem taxes, and the Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any said special taxes.

Section 6. All monies above collected shall be paid into the respective District funds, including any bond fund and reserve fund.

Section 7. A listing of all parcels subject to the special taxes, together with the applicable tax to be levied for the next year, shall be filed with the County Auditor on or before the 10th day of August of this year. It is hereby further directed that a certified copy of this Resolution also be filed with the County Auditor on or before the 10th day of August of this year.

Section 8. The Auditor of the County if hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land affected in a space marked "public improvements, special tax" or by any other suitable designation, the installment of the special taxes.

Section 9. The County Auditor shall then, at the close of the tax collection period, promptly render to this Agency a detailed report showing the amount and/or amounts of such special tax installments, interest, penalties and percentages so collected and from what property collected, and also provide a statement of any percentages retained for the expense of making any such collection.

PASSED AND ADOPTED by the Governing Board of the San Ysidro School District, County of San Diego, State of California, this **12th day of July, 2018** by the following vote:

Ayes:___ Noes:___ Absent:___

STATE OF CALIFORNIA)
)
COUNTY OF SAN DIEGO)

I, Gina A. Potter, Ed.D., Secretary of the Governing Board of the San Ysidro School District, County of San Diego, State of California, do hereby certify that the foregoing is a true copy of a Resolution adopted by said Board at a regular meeting thereof, at the time and by the vote there in stated, which original Resolution is on file in the office of said Board.

Gina A. Potter, Ed.D., Superintendent
Secretary of the Governing Board

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 12, 2018

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

FROM:
Educational Services
Manuela Colom, Executive Director

INITIAL:
☐ Informational
☒ Action

AGENDA ITEM: FIRST READING OF NEW BOARD POLICY AND ADMINISTRATIVE REGULATION – 5141.52 SUICIDE PREVENTION

BACKGROUND INFORMATION:

Currently, the San Ysidro School District does not have a Board Policy or Administrative Regulation covering Suicide Prevention. Moving forward, there is a need to add Board Policy (BP) and Administrative Regulation (AR) 5141.52 for Suicide Prevention to ensure compliance and accountability with State and Federal requirements, regulations, and legislation.

This Board Policy addresses suicide prevention and helps in the development of measures and strategies to be used by the District.
Such measures and strategies include, but are not limited to:

- Staff development on suicide awareness and prevention
- Instruction to students in problem-solving and coping skills
- Methods for promoting a positive school climate that enhances students' feelings of connectedness with the school
- The provision of information to parents/guardians regarding risk factors and warning signs of suicide
- Encouragement for students to notify appropriate school personnel or other adults when they are experiencing thoughts of suicide
- Crisis intervention procedures for addressing suicide threats or attempts
- Counseling and other postvention strategies for helping students, staff and others cope in the aftermath of student's suicide

Education Code 215 mandates that districts adopt rules and regulations related to student suicide prevention policies.

RECOMMENDATION:

Approve first reading of new Board Policy and Administrative Regulation 5141.52 – Suicide Prevention.

LCAP GOAL AND ACTION/SERVICE:

Goal 2: Safety, Climate and Student Engagement

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

Financial Implications? ☐ Yes ☒ No

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

Requisition #

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

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

Superintendent's Office Certification:

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

SUICIDE PREVENTION

The Governing Board recognizes that suicide is a leading cause of death among youth and that school personnel who regularly interact with students are often in a position to recognize the warning signs of suicide and to offer appropriate referral and/or assistance. To attempt to reduce suicidal behavior and its impact on students and families, the Superintendent or designee shall develop measures and strategies for suicide prevention, intervention, and postvention.

In developing measures and strategies for use by the district, the Superintendent or designee may consult with school health professionals, school counselors, school psychologists, school social workers, administrators, other staff, parents/guardians, students, local health agencies, mental health professionals, and community organizations.

(cf. 1020 - Youth Services)
(cf. 1220 - Citizen Advisory Committees)
(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)

Such measures and strategies shall include, but are not limited to:

1. Staff development on suicide awareness and prevention for teachers, school counselors, and other district employees who interact with students in the secondary grades

(cf. 4131 - Staff Development)
(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)

2. Instruction to students in problem-solving and coping skills to promote students' mental, emotional, and social health and well-being, as well as instruction in recognizing and appropriately responding to warning signs of suicidal intent in others

(cf. 6142.8 - Comprehensive Health Education)

3. Methods for promoting a positive school climate that enhances students' feelings of connectedness with the school and that is characterized by caring staff and harmonious interrelationships among students

(cf. 5131 - Conduct)
(cf. 5131.2 - Bullying)
(cf. 5137 - Positive School Climate)
(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 5145.7 - Sexual Harassment)
(cf. 5145.9 - Hate-Motivated Behavior)

4. The provision of information to parents/guardians regarding risk factors and warning signs of suicide, the severity of the youth suicide problem, the district's suicide prevention curriculum, basic steps for helping suicidal youth, and/or school and community resources that can help youth in crisis

5. Encouragement for students to notify appropriate school personnel or other adults when they are experiencing thoughts of suicide or when they suspect or have knowledge of another student's suicidal intentions

6. Crisis intervention procedures for addressing suicide threats or attempts

7. Counseling and other postvention strategies for helping students, staff, and others cope in the aftermath of a student's suicide

As appropriate, these measures and strategies shall specifically address the needs of students who are at high risk of suicide, including, but not limited to, students who are bereaved by suicide; students with disabilities, mental illness, or substance use disorders; students who are experiencing homelessness or who are in out-of-home settings such as foster care; and students who are lesbian, gay, bisexual, transgender, or questioning youth. (Education Code 215)

Legal Reference:
EDUCATION CODE
215 Student suicide prevention policies
32280-32289 Comprehensive safety plan
49060-49079 Student records
49602 Confidentiality of student information
49604 Suicide prevention training for school counselors
GOVERNMENT CODE
810-996.6 Government Claims Act
PENAL CODE
11164-11174.3 Child Abuse and Neglect Reporting Act
WELFARE AND INSTITUTIONS CODE
5698 Emotionally disturbed youth; legislative intent
5850-5883 Mental Health Services Act
COURT DECISIONS
Corales v. Bennett (Ontario-Montclair School District), (2009) 567 F.3d 554

Management Resources:
CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
Health Education Content Standards for California Public Schools, Kindergarten Through Grade Twelve, 2008
Health Framework for California Public Schools, Kindergarten Through Grade Twelve, 2003
CENTERS FOR DISEASE CONTROL AND PREVENTION PUBLICATIONS
School Connectedness: Strategies for Increasing Protective Factors Among Youth, 2009

NATIONAL ASSOCIATION OF SCHOOL PSYCHOLOGISTS PUBLICATIONS
Preventing Suicide, Guidelines for Administrators and Crisis Teams, 2015
U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES PUBLICATIONS
Preventing Suicide: A Toolkit for High Schools, 2012
National Strategy for Suicide Prevention: Goals and Objectives for Action, rev. 2012
WEB SITES
American Association of Suicidology: http://www.suicidology.org
American Foundation for Suicide Prevention: http://afsp.org
American Psychological Association: http://www.apa.org
American School Counselor Association: http://www.schoolcounselor.org
California Department of Education, Mental Health: http://www.cde.ca.gov/ls/cg/mh
California Department of Health Care Services, Suicide Prevention Program: http://www.dhcs.ca.gov/services/MH/Pages/SuicidePrevention.aspx
Centers for Disease Control and Prevention, Mental Health: http://www.cdc.gov/mentalhealth
National Association of School Psychologists: http://www.nasponline.org
National Institute for Mental Health: http://www.nimh.nih.gov
Trevor Project: http://thetrevorproject.org
U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration: http://www.samhsa.gov

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SUICIDE PREVENTION

Staff Development

Suicide prevention training shall be provided to teachers, counselors, and other district employees who interact with students at the secondary level. The training shall be offered under the direction of a district counselor/psychologist and/or in cooperation with one or more community mental health agencies.

(cf. 4131 - Staff Development)
(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)

Materials for training shall include how to identify appropriate mental health services at the school site and within the community, and when and how to refer youth and their families to those services. Materials also may include programs that can be completed through self-review of suitable suicide prevention materials. (Education Code 215)

Staff development shall include research and information related to the following topics:

1. The higher risk of suicide among certain groups, including, but not limited to, students who are bereaved by suicide; students with disabilities, mental illness, or substance use disorders; students who are experiencing homelessness or who are in out-of-home settings such as foster care; and students who are lesbian, gay, bisexual, transgender, or questioning youth

2. Individual risk factors such as previous suicide attempt(s) or self-harm, history of depression or mental illness, family history of suicide or violence, feelings of isolation, interpersonal conflicts, a recent severe stressor or loss, family instability, impulsivity, and other factors

(cf. 5131.6 - Alcohol and Other Drugs)

3. Warning signs that may indicate depression, emotional distress, or suicidal intentions, such as changes in students' personality or behavior and verbalizations of hopelessness or suicidal intent

4. Protective factors that may help to decrease a person's suicide risk, such as resiliency, problem-solving ability, access to mental health care, and positive connections to family, peers, school, and community

5. Instructional strategies for teaching the suicide prevention curriculum and promoting mental and emotional health

6. School and community resources and services, including resources and services that meet the specific needs of high-risk groups

(cf. 5141.6 - School Health Services)
(cf. 6164.2 - Guidance/Counseling Services)

7. District procedures for intervening when a student attempts, threatens, or discloses the desire to die by suicide

Instruction

The district's comprehensive health education program shall promote the healthy mental, emotional, and social development of students and shall be aligned with the state content standards and curriculum framework. Suicide prevention instruction shall be incorporated into the health education curriculum at appropriate secondary grades and shall be designed to help students:

1. Identify and analyze signs of depression and self-destructive behaviors and understand how feelings of depression, loss, isolation, inadequacy, and anxiety can lead to thoughts of suicide

2. Develop coping and resiliency skills and self-esteem

3. Learn to listen, be honest, share feelings, and get help when communicating with friends who show signs of suicidal intent

4. Identify trusted adults, school resources, and/or community crisis intervention resources where youth can get help and recognize that there is no stigma associated with seeking services for mental health, substance abuse, and/or suicide prevention

(cf. 1020 - Youth Services)
(cf. 5131.6 - Alcohol and Other Drugs)
(cf. 5141.6 - School Health Services)
(cf. 6142.8 - Comprehensive Health Education)
(cf. 6164.2 - Guidance/Counseling Services)

Intervention

Students shall be encouraged to notify a teacher, principal, counselor, or other adult when they are experiencing thoughts of suicide or when they suspect or have knowledge of another student's suicidal intentions.

Every statement regarding suicidal intent shall be taken seriously. Whenever a staff member suspects or has knowledge of a student's suicidal intentions based on the student's verbalizations or act of self-harm, he/she shall promptly notify the principal or school counselor.

Although any personal information that a student discloses to a school counselor shall generally not be revealed, released, referenced, or discussed with third parties, the counselor may report to the principal or student's parents/guardians when he/she has reasonable cause to believe that disclosure is necessary to avert a clear and present danger to the health, safety, or welfare of the student. In addition, the counselor may disclose information of a personal nature to psychotherapists, other health care providers, or the school nurse for the sole purpose of referring the student for treatment. (Education Code 49602)

(cf. 5141 - Health Care and Emergencies)

A school employee shall act only within the authorization and scope of his/her credential or license. An employee is not authorized to diagnose or treat mental illness unless he/she is specifically licensed and employed to do so. (Education Code 215)

Whenever schools establish a peer counseling system to provide support for students, peer counselors shall receive training that includes identification of the warning signs of suicidal behavior and referral of a suicidal student to appropriate adults.

(cf. 5138 - Conflict Resolution/Peer Mediation)

When a suicide attempt or threat is reported, the principal or designee shall ensure student safety by taking the following actions:

1. Immediately securing medical treatment and/or mental health services as necessary

2. Notifying law enforcement and/or other emergency assistance if a suicidal act is being actively threatened

3. Keeping the student under continuous adult supervision until the parent/guardian and/or appropriate support agent or agency can be contacted and has the opportunity to intervene

4. Removing other students from the immediate area as soon as possible

(cf. 0450 - Comprehensive Safety Plan)
(cf. 5141 - Health Care and Emergencies)

The principal or designee shall document the incident in writing, including the steps that the school took in response to the suicide attempt or threat.

(cf. 5125 - Student Records)

The Superintendent or designee shall follow up with the parent/guardian and student in a timely manner to provide referrals to appropriate services as needed. If the parent/guardian does not access treatment for the student, the Superintendent or designee may meet with the parent/guardian to identify barriers to treatment and assist the family in providing follow-up care for the student. If follow-up care is still not provided, the Superintendent or designee shall consider whether he/she is required, pursuant to laws for mandated reporters of child neglect, to refer the matter to the local child protective services agency.

(cf. 5141.4 - Child Abuse Prevention and Reporting)

For any student returning to school after a mental health crisis, the principal or designee and/or school counselor may meet with the parents/guardians and, if appropriate, with the student to discuss re-entry and appropriate next steps to ensure the student's readiness for return to school.

Postvention

In the event that a student dies by suicide, the Superintendent or designee shall communicate with the student's parents/guardians to offer condolences, assistance, and resources. In accordance with the laws governing confidentiality of student record information, the Superintendent or designee shall consult with the parents/guardians regarding facts that may be divulged to other students, parents/guardians, and staff.

The Superintendent or designee shall implement procedures to address students' and staff's grief and to minimize the risk of imitative suicide or suicide contagion. He/she shall provide students, parents/guardians, and staff with information, counseling, and/or referrals to community agencies as needed. School staff may receive assistance from school counselors or other mental health professionals in determining how best to discuss the suicide or attempted suicide with students.

Any response to media inquiries shall be handled by the district-designated spokesperson who shall not divulge confidential information. The district's response shall not sensationalize suicide and shall focus on the district's postvention plan and available resources.

(cf. 1112- Media Relations)

After any suicide or attempted suicide by a student, the Superintendent or designee shall provide an opportunity for all staff who responded to the incident to debrief, evaluate the effectiveness of the strategies used, and make recommendations for future actions.

(6/96 7/09) 3/17

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 12, 2018

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

FROM:
Educational Services
Manuela Colom, Executive Director

INITIAL: CG
☐ Informational
☒ Action

AGENDA ITEM: FIRST READING OF NEW BOARD POLICY AND ADMINISTRATIVE REGULATION – 5145.13 RESPONSE TO IMMIGRATION ENFORCEMENT

BACKGROUND INFORMATION:
Currently, the San Ysidro School District does not have a Board Policy or Administrative Regulation covering Response to Immigration Enforcement. Moving forward, there is a need to add Board Policy (BP) and Administrative Regulation (AR) 5145.13 for Response to Immigration Enforcement to ensure compliance and accountability with State and Federal requirements, regulations, and legislation.

This Board Policy addresses Response to Immibration Enforcement to commit to the success of all students and to reinforce that all school sites should be safe and welcoming places for all students and their families irrespective of their citizenship or immigration status.

Education Code 234.7 mandates that districts shall not solicit or collect information or documentation regarding the citizenship or immigration status of students or their family members.

RECOMMENDATION:
Approve first reading of new Board Policy and Administrative Regulation 5145.13 – Response to Immigration Enforcement.

LCAP GOAL AND ACTION/SERVICE:
Goal 2: Safety, Climate and Student Engagement

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

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

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

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

Superintendent's Office Certification:

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

RESPONSE TO IMMIGRATION ENFORCEMENT

The Governing Board is committed to the success of all students and believes that every school site should be a safe and welcoming place for all students and their families irrespective of their citizenship or immigration status.

District staff shall not solicit or collect information or documents regarding the citizenship or immigration status of students or their family members or provide assistance with immigration enforcement at district schools, except as may be required by state and federal law. (Education Code 234.7)

(cf. 5111 - Admission)
(cf. 5111.1 - District Residency)

No student shall be denied equal rights and opportunities nor be subjected to unlawful discrimination, harassment, intimidation, or bullying in the district's programs and activities on the basis of his/her immigration status. (Education Code 200, 220, 234.1)

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 5131.2 - Bullying)
(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 5145.9 - Hate-Motivated Behavior)

The Superintendent or designee shall notify parents/guardians regarding their children's right to a free public education regardless of immigration status or religious beliefs and their rights related to immigration enforcement. (Education Code 234.7)

(cf. 5145.6 - Parental Notifications)

Consistent with requirements of the California Office of the Attorney General, the Superintendent or designee shall develop procedures for addressing any requests by a law enforcement officer for access to district records, school sites, or students for the purpose of immigration enforcement.

(cf. 1340 - Access to District Records)
(cf. 3580 - District Records)
(cf. 5125 - Student Records)
(cf. 5125.1 - Release of Directory Information)

Teachers, school administrators, and other school staff shall receive training regarding immigration issues, including information on responding to a request from an immigration officer to visit a school site or to have access to a student.

(cf. 4131 - Staff Development)
(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)

The Superintendent or designee shall report to the Board in a timely manner any requests for information or access to a school site by an officer or employee of a law enforcement agency for the purpose of enforcing the immigration laws. Such notification shall be provided in a manner that ensures the confidentiality and privacy of any potentially identifying information. (Education Code 234.7)

Legal Reference:
EDUCATION CODE
200 Educational equity
220 Prohibition of discrimination
234.1 Safe Place to Learn Act
234.7 Student protections relating to immigration and citizenship status
48204.4 Evidence of residency for school enrollment
48980 Parental notifications
48985 Notices to parents in language other than English
GOVERNMENT CODE
8310.3 California Religious Freedom Act
PENAL CODE
422.55 Definition of hate crime
627.1-627.6 Access to school premises, outsiders
UNITED STATES CODE, TITLE 20
1232g Family Educational Rights and Privacy Act
COURT DECISIONS
Plyler v. Doe, 457 U.S. 202 (1982)

Management Resources:
CSBA PUBLICATIONS
Legal Guidance on Providing All Children Equal Access to Education, Regardless of Immigration Status, February 2017
CALIFORNIA OFFICE OF THE ATTORNEY GENERAL PUBLICATIONS
Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues, April 2018
WEB SITES
CSBA: http://www.csba.org
California Office of the Attorney General: http://oag.ca.gov
California Department of Education: http://www.cde.ca.gov
California Department of Fair Employment and Housing: http://www.dfeh.ca.gov
California Department of Justice: http://www.justice.gov
U.S. Department of Education, Office for Civil Rights: http://www.ed.gov/about/offices/list/ocr
U.S. Immigration and Customs Enforcement: http://www.ice.gov
U.S. Immigration and Customs Enforcement, Online Detainee Locator System: http://locator.ice.gov/odls

Responding to Requests for Information

Unless authorized by the Family Educational Rights and Privacy Act pursuant to 20 USC 1232g, student information shall not be disclosed to immigration law enforcement authorities without parental consent, a court order, or judicial subpoena. The Superintendent or designee shall annually notify parents/guardians that the district will not release student information to third parties for immigration enforcement purposes, unless the parent/guardian consents or as required to do so by a court order or judicial subpoena.

(cf. 1340 - Access to District Records)
(cf. 3580 - District Records)
(cf. 5125 - Student Records)
(cf. 5125.1 - Release of Directory Information)

Upon receiving any verbal or written request for information related to a student's or family's immigration or citizenship status, district staff shall:

1. Notify the Superintendent or designee about the information request

2. Provide students and families with appropriate notice and a description of the immigration officer's request

3. Document any request for information by immigration authorities

4. Provide students and parents/guardians with any documents provided by the immigration enforcement officer, unless such disclosure is prohibited by a subpoena served on the district or in cases involving investigations of child abuse, neglect, or dependency

(cf. 5141.4 - Child Abuse Prevention and Reporting)

Resources and data collected by the district shall not be used, directly or by others, to compile a list, registry, or database of individuals based on national origin, immigration status, religion, or other category of individual characteristics protected against unlawful discrimination. (Government Code 8310.3)

Responding to Requests for Access to Students or School Grounds

District staff shall receive parent/guardian consent before a student is interviewed or searched by any officer seeking to enforce civil immigration laws at the school, unless the officer presents a valid, effective warrant signed by a judge or a valid, effective court order. A student's parent/guardian shall be immediately notified if a law enforcement officer requests or gains access to the student for immigration enforcement purposes, unless the judicial warrant or subpoena restricts disclosure to the parent/guardian.

(cf. 5145.12 - Search and Seizure)

All visitors and outsiders, including immigration enforcement officers, shall register with the principal or designee upon entering school grounds during school hours. Each visitor or outsider shall provide the principal or designee with his/her name, address, occupation, age if less than 21, purpose in entering school grounds, proof of identity, and any other information required by law. (Penal Code 627.2, 627.3)

(cf. 1250 - Visitors/Outsiders)

District staff shall report the presence of any immigration enforcement officers to on-site district police and other appropriate administrators.

(cf. 3515.3 - District Police/Security Department)

As early as possible, district staff shall notify the Superintendent or designee of any request by an immigration enforcement officer for access to the school or a student or for review of school documents, including service of lawful subpoenas, petitions, complaints, warrants, or other such documents.

In addition, district staff shall take the following actions in response to an officer present on the school campus specifically for immigration enforcement purposes:

1. Advise the officer that before school personnel can respond to the officer's request, they must first receive notification and direction from the Superintendent or designee, except under exigent circumstances that necessitate immediate action

2. Request to see the officer's credentials, including his/her name and badge number, and the phone number of the officer's supervisor, and note or make a copy of all such information

3. Ask the officer for his/her reason for being on school grounds and document the response

4. Request that the officer produce any documentation that authorizes his/her school access

5. Make a copy of all documents produced by the officer and retain one copy for school records

6. If the officer declares that exigent circumstances exist and demands immediate access to the campus, comply with the officer's orders and immediately contact the Superintendent or designee

7. If the officer does not declare that exigent circumstances exist, respond according to the requirements of the officer's documentation, as follows:

a. If the officer has an Immigrations and Customs Enforcement (ICE) administrative warrant, district staff shall inform the agent that they cannot consent to any request without first consulting with the district's legal counsel or other designated district official.

b. If the officer has a federal judicial warrant, such as a search and seizure warrant or an arrest warrant signed by a federal judge or magistrate, district staff shall promptly comply with the warrant. If feasible, district staff shall consult with the district's legal counsel or designated administrator before providing the officer with access to the person or materials specified in the warrant.

c. If the officer has a subpoena for production of documents or other evidence, district staff shall inform the district's legal counsel or other designated official of the subpoena and await further instructions as to how to proceed.

8. Do not attempt to physically impede the officer, even if the officer appears to be exceeding the authorization given under a warrant or other document. If an officer enters the premises without consent, district staff shall document the officer's actions while on campus.

9. After the encounter with the officer, promptly make written notes of all interactions with the officer, including:

a. A list or copy of the officer's credentials and contact information

b. The identity of all school personnel who communicated with the officer

c. Details of the officer's request

d. Whether the officer presented a warrant or subpoena to accompany his/her request, what was requested in the warrant or subpoena, and whether the warrant or subpoena was signed by a judge

e. District staff's response to the officer's request

f. Any further action taken by the officer

g. A photo or copy of any documents presented by the officer

10. Provide a copy of these notes and associated documents collected from the officer to the district's legal counsel or other designated district official

The district's legal counsel or other designated official shall submit a timely report to the Governing Board regarding the officer's requests and actions and the district's responses. (Education Code 234.7)

The Superintendent or designee shall also email the Bureau of Children's Justice in the California Department of Justice (BCJ@doj.ca.gov) regarding any attempt by a law enforcement officer to access a school site or a student for immigration enforcement purposes.

Responding to the Detention or Deportation of Student's Family Member

The Superintendent or designee shall encourage students and their families to update their emergency contact information as needed throughout the school year and to provide alternative contacts, including an identified trusted adult guardian, in case a student's parent/guardian is detained or is otherwise unavailable. The Superintendent or designee shall notify students' families that information provided on the emergency cards will only be used in response to specific emergency situations and not for any other purpose.

(cf. 5141 - Health Care and Emergencies)

The Superintendent or designee shall also encourage all students and families to learn their emergency phone numbers and be aware of the location of important documentation, including birth certificates, passports, social security cards, physicians' contact information, medication lists, lists of allergies, and other such information that would allow the students and families to be prepared in the event that a family member is detained or deported.

In the event that a student's parent/guardian is detained or deported by federal immigration authorities, the Superintendent or designee shall release the student to the person(s) designated in the student's emergency contact information or to any individual who presents a caregiver's authorization affidavit on behalf of the student. The Superintendent or designee shall only contact child protective services if district personnel are unable to arrange for the timely care of the student by the person(s) designated in the emergency contact information maintained by the school or identified on a caregiver's authorization affidavit.

The Superintendent or designee shall notify a student whose parent/guardian was detained or deported that the student continues to meet the residency requirements for attendance in a district school, provided that the parent/guardian was a resident of California and the student lived in California immediately before he/she moved out of state as a result of the parent/guardian's departure. (Education Code 48204.4)

(cf. 5111.1 - District Residency)

The Superintendent or designee may refer a student or his/her family members to other resources for assistance, including, but not limited to, an ICE detainee locator, legal assistance, or the consulate or embassy of the parent/guardian's country of origin.

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SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 12, 2018

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

FROM:
Educational Services
Manuela Colom, Executive Director

INITIAL:
☒ Informational
☐ Action

AGENDA ITEM: ADDENDUM TO THE MASTER PLAN FOR ENGLISH LEARNERS

BACKGROUND INFORMATION:
The Master Plan was developed to ensure clarity and uniformity throughout the District in providing services for English Learners (EL). The Plan is for a 5-year period and will be reviewed annually.

The Master Plan was updated and presented to the Board on June 14, 2018 to ensure compliance with current laws, regulations, and accountability as stated in the California Department of Education 2017-2018 program instruments for Federal Program Monitoring (FPM).

The addendum to the Master Plan for English Learners is to include the newcomer program to provide students coming from outside the United States for less than 12 months with language development support.

RECOMMENDATION:
Approve the Addendum to the Master Plan for English Learners.

LCAP GOAL AND ACTION/SERVICE:
Goal 1: Student Achievement – Action 1.17: Implement new English Learner programs (i.e. Traditional Bilingual Education, Maintenance, Structured English Instruction) based on site-based needs. Review, revise, and evaluate the EL Master plan for effectiveness and student and site needs.

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

Financial Implications?	Are funds for this item available in the 2018-2019 Budget?	Requisition #
☐ Yes ☒ No	☐ Yes ☐ No	
N/A (Amount)	N/A (Name of funding source and/or location)	-- (Funding account number)

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

Superintendent's Office Certification:

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

San Ysidro School District

"Provides an educational environment in which all students succeed."

English Learner Master Plan

This master plan was developed to ensure clarity and uniformity throughout the district in providing services for English Learners.

Adopted

2018

Reviewed by the District English Learner Advisory Committee
on
May 23, 2018

Approved by the San Ysidro Board of Education
on
June 14, 2018

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San Ysidro School District

English Learner Master Plan Development

In order to provide the students, staff, parents and community with a consistent and research-based approach to ensuring success for our English Learners, the district has developed this master plan. The plan takes into account the 2015 changes in the California State standards, the 2016 Every Student Succeeds Act, the changes in language proficiency assessments from CELDT to ELPAC in 2017 and the most recent research in supporting English learners.

Governing Board

Rosaleah Pallasigue,President
Irene Lopez,Vice President
Marcos A. Diaz,Clerk
Rodolfo Linares, Member
Antonio Martinez, Member

Superintendent

Dr. Gina Potter

We wish to recognize those who assisted in the revision of the EL Master Plan. This includes the EL Master Plan Revision Task Force Committee 2016 whose work served as the foundation for this revision, the Special Education Department, the Human Resources Department, the Assessment Center, State and Federal Projects, and the Educational Services Department. We would also like to recognize the Biliteracy Committee and DELAC for their feedback and input.

Transition from CELDT to ELPAC

In the 2017-18 school year, the assessment and accountability system in the state of California will be transitioning to the ELPAC (English Learner Proficiency Assessments for California) replacing the CELDT (California English Language Development Test). For the 2017-2018 school year, we will use the CELDT for "initial" assessment for newly arrived potential-EL students. However, the summative ELPAC will be operational in spring 2018, and the ELPAC Initial will be operational for 2018-2019.

The English Language Proficiency Assessments for California (ELPAC) is the successor to the California English Language Development Test (CELDT). Beginning in 2017–18, the ELPAC is the required state test for English language proficiency (ELP) that must be given to students whose primary language is a language other than English. The California Department of Education (CDE) expects to be fully transitioned from the CELDT to the ELPAC as the state's assessment of ELP by 2018–19.

State and federal law require that local educational agencies administer a state test of ELP to eligible students in kindergarten or year one of a two-year kindergarten program, transitional kindergarten (TK) through grade twelve (ages 3-21). The ELPAC is aligned with California's 2012 English Language Development Standards, and is comprised of two separate ELP assessments:

1. Initial Assessment (IA)—an initial identification of students as English learners
2. Summative Assessment (SA)—an annual summative assessment to measure an English learner's progress in learning English and to identify the student's ELP level

Chapter I | Introduction

SYSD Mission Statement

The San Ysidro School District, in partnership with our teachers and community, is committed to providing a high quality, multi-cultural learning environment that promotes academic excellence, social responsibility and physical and emotional well-being for all students. It is our mission to provide all of our students a quality education and opportunity for all students to succeed.

The SYSD goals for all English Learners include the following:

- All English Learners will be fluent in academic English by the end of the fifth year as an EL student (FEP by 5).

- All English Learners will reach academic proficiency in English Language Arts and mathematics by the end of the fifth year as an EL student.

District Background

With seven schools and a preschool, the San Ysidro School District serves 4,733 students. Of the district's student enrollment, 2,933 students are identified as English Learners. As reported in CALPADS in October 2017, 98.9% of the district's English Learners speak Spanish as their primary language.

Today's high-stakes testing accountability system requires that all students possess a full range of English skills. This Master Plan for English Learners brings coherence and consistency to District programs for English Learners and seeks to produce a high-quality program across all schools, for all students.

The following charts provide an overview of English Learners in the District.

Enrollment by English Language Acquisition Status

Year	*Number of English Learners*	*Percent of District Enrollment*
2014-15	3,168	65.4%
2015-16	3,255	67.7%
2016-17	3,052	63.4%
2017-18	2,933	62.0%

CDE - Data Quest 04.15.18

Enrollment by English Language Acquisition Status by School Site 2017-18

School	*Number of English Learners*	*% of English Learners*
La Mirada	304	72%
Ocean View Hills	366	36%
San Ysidro Middle School	420	64%
Smythe	543	77%
Sunset	556	77%
Vista Del Mar	133	31%
Willow	610	77%
TOTAL	2,933	62%

CDE Data Quest 04.15.18

English Learners by Language Groups

Language	*As % of District Total English Learners*
Spanish	99%
15 other languages	1%

LCAP Alignment

Our Local Control Accountability Plan (LCAP) goals specifically address our commitment to each English learner. (BP 6174a) Goal 1 initiatives are all centered on ensuring effective initial instruction that leads to student engagement and content mastery, and there are several actions that are principally directed to meeting the needs of our EL students. Goal 2 initiatives address the important work the district is engaged in to create safe and healthy learning environments. We recognize the unique backgrounds of each EL student and the importance of our continued development of a culturally proficient, restorative, and informed system. Goal 3 initiatives place a high priority on parent and community engagement. We recognize the importance of providing multiple means for parents to be informed and provide our schools and district with their advisory on how we can improve our programs.

Guiding Principles from the California ELA/ELD Framework

California adopted the ELA/ELD Framework in July 2014, a document that clearly details and reflects recent and emerging research and theory and are intended to support language development as English learners (ELs) engage in rigorous academic content. This document details what the instructional program design for each EL student must entail. These principles and research-based strategies have been traditional components of our SYSD EL instructional programs for many years, but certain requirements are new and are therefore being added to our existing models. Notably, the distinction between integrated and designated ELD for each EL.

The California English Language Development Standards provide a foundation for ELs in kindergarten through grade 12 (K–12) in California schools, so that each EL is able to gain access to academic subjects, engage with them, and meet the state's subject- matter standards for college and career readiness

Chapter II | Identification, Assessment, and Parent Notification

Chapter Overview

Enrollment and placement is a collaborative effort between parents, students, and SYSD personnel. All efforts are made to present each parent with the most important information about the choices they make for their child throughout this process. The enrollment process begins when parents bring students to their local school to enroll. Then, parents and students receive and complete the initial paperwork to enroll. SYSD aims to have a consistent process at all school sites; therefore, a series of steps determines the student's English proficiency level and whether English Learner status is in place. The collected information and assessment results inform the placement of students in the appropriate program. This chapter explains the process of initial enrollment and identification of ELs across all SYSD schools.

Home Language Survey

Upon first enrollment in a California public school, parents/guardians must complete a Home Language Survey (HLS) which is used to determine the primary language of the student. The only HLS that is valid is the first one ever completed by the parent/guardian at the time of initial enrollment in a California public school. This document remains on file for each student in his or her cumulative folder. The HLS is available in English and Spanish. Each student, including English-only students, must have a completed HLS on file. Each completed HLS must include a parent/guardian's signature, country of birth, date of first entry into a United States school, and enrollment date.

If any of the first three responses on the HLS indicate a language other than English, the student is assessed to determine their English Language Proficiency Level. For the 2017-18 school year the California English Language Development Test (CELDT) will be used for this purpose, however, beginning in the 2018-19 school year the English Learner Proficiency Assessment for California (ELPAC) Initial Assessment will be given. This initial assessment of language proficiency must be given within 30 days of initial enrollment. The CELDT/ELPAC assessment components include speaking, listening, reading, and writing. The results of these assessments enable site personnel to determine the English language status and proficiency level of the student.

For placement purposes, while cumulative student records are in transit, the student shall be assessed for English language proficiency with the CELDT/ELPAC as explained below. In order to inform language status and placement decisions staff will also research each student in California Longitudinal Pupil Achievement Data System (CALPADS) while awaiting receipt of transcripts. Upon the receipt of student transfer records, the student's language status from the originating district shall be honored.

Table 2.1

STEP 1 - Home Language Survey (HLS)	
Overview	**Procedures**
• When the parent or legal guardian enrolls a student in the district for the first time, the parent or legal guardian must complete a Home Language Survey (HLS) as part of the registration process. • The Home Language Survey is used to determine the student's primary language. • The Home Language Survey is currently available in Spanish and English as part of the Student Enrollment Form (see appendix) • This is a legal document and must be kept on file in the student's permanent cumulative folder.	• Office personnel is responsible for reviewing the HLS section of the Student Enrollment Form to determine if the student qualifies for EL designation. • A copy of the completed Student Enrollment Form with the HLS is sent to the Assessment Center immediately after it is received by the school office personnel. • School office personnel will enter the following in the district's Student Information System (SIS) Synergy: o Student Information o Primary Language o Classification o Instructional Program o US Entry Date • Assessment Center personnel will generate an ELL master folder after student is tested with a state-approved ELP assessment.

English Language Proficiency Assessment

San Ysidro School District (SYSD) identifies, assesses, monitors, and reports all students who have a primary language other than English. All completed forms and copies of documents pertaining to language testing for English Learners are maintained in the student's ELL Master Folder (AKA "Blue Folder") and are housed at each school site.

The purpose of the initial assessment is to identify new English learners as soon as possible so each student may be placed in appropriate courses and academic programs. The state-approved instrument used for initial language assessment through 2017-2018 is the CELDT. The ELPAC initial assessment will become operational in fall of 2018. The state measure used to monitor progress toward English proficiency is the annual summative assessment which, beginning spring of 2018, is the ELPAC Summative.

District-trained bilingual testers administer the initial assessment for newly arrived potential EL students at each school site. For 2017-18 school year, the CELDT test will determine each student's overall English language proficiency level (1, 2, 3, 4 or 5), as well as proficiency levels in the areas of listening, speaking, reading, and writing. Beginning July of 2018 and onward, the ELPAC Initial Assessment will be administered in the first 30 days of each student's enrollment date.

For the ELPAC initial assessment (IA), a student whose IA results fall at or above the threshold between level 3 and level 4 would be considered Initial Fluent English Proficient (IFEP). These recommendations for IFEP and reclassification will be reconsidered by the State Board of Education upon adoption of the specific threshold scores. The initial assessment results are then used to determine the linguistic designation of the student as either an English Learner or Initial Fluent English Proficient (IFEP). The Assessment Center is responsible for the coordination of CELDT/ELPAC administration. Student progress is monitored using Student Information System (SIS), Synergy and an online assessment reporting system, Illuminate.

Primary Language Proficiency Assessment

The Assessment Center may assess each identified English learner in primary language proficiency including Listening, Speaking, Reading, and Writing within 90 calendar days of initial enrollment. The Assessment Center uses the following primary language assessment instruments to assess primary language:

- Spanish will be assessed on a district approved assessment (i.e., the Pre-LAS or the LAS). A fluent Spanish speaker will administer the assessment.
- Languages other than Spanish will be assessed through informal assessments that may include: teacher observation, informal interview, or parent questionnaire. The classroom teacher, instructional assistant, or other support personnel may conduct the informal assessment.
- If the student were to be LAS assessed, the primary language fluency information will be entered in the student's LEP folder and the districts SIS

Annual Assessment Procedures for Newly Enrolled Students

New students that enroll in the district who have been previously identified as English Learners and assessed during the annual state-approved ELP assessment window by their previous district **do not need to be tested again during the same school year.** Upon enrollment, the Assessment Center will complete the following procedures:

- Request a faxed copy of the student's state-approved ELP assessment scores for the purpose of proper program placement.
- Input requested state-approved ELP assessment scores into Synergy.
- File a copy of the state-approved ELP assessment scores obtained from previous district.
- Mail a Parent Notification form home within 2 weeks of enrollment to inform parent of the student's program placement based on state-approved ELP assessment scores from previous district.

Initial Fluent English Proficient (I-FEP)

Newcomer students who are enrolled in California schools for the first time, regardless of grade level, and who have any language other than English on the Home Language Survey will be administered the state-approved ELP assessment. A student who scores proficient on the initial state-approved ELP assessment, will be considered I-FEP. This student will not be considered an English Learner (EL), and will not go through the reclassification process or take an annual state-approved ELP assessment. Students in kindergarten through grade one (K–1) are considered to have met the state-approved ELP assessment criterion for English proficiency when overall performance level is Early Advanced or higher, and domain scores for Listening and Speaking are at the Intermediate level or higher. If the state-approved ELP assessment criterion is met, the domain scores for Reading and Writing are not required to be at the Intermediate level for an I-FEP designation. Teachers of I-FEP kindergartners and new students will monitor progress and consult with the Principal for assistance and/or intervention. Upon designation as I-FEP, the Assessment Center will complete the following procedures:

- Inform parents via Annual Notification Form of their child's English language proficiency assessment results.
- Update student record in SIS.
- Generate a yellow I-FEP Student Master Folder and send it to the school site to be filed in the student's cumulative folder.

Parent Notification of Assessment Results

Parents are notified in writing of the results of the initial language assessment within 30 days of initial enrollment. The parent notification includes: test results of English language proficiency, primary language proficiency, as testing resources allow, programs offered in the district, and the student's initial program placement. This notification will be provided in English and in Spanish. The law requires that when 15% or more of the

student population at a given school site speaks a common language, all relevant parent notification is to be available in that language.

Exit from English Learner Program, Reclassification to Fluent English Proficient (RFEP)

For an EL student to be considered English proficient and to meet the challenges of an all-English program, each student must meet district reclassification criteria, in accordance with EC Article 3.5 Section 313(f). These criteria are detailed in the Chapter IV.

District Criteria & Procedures: Initial Identification, Assessment and Parent Notification

Table 2.2

STEP 2 - English Language Proficiency Assessment & Parent Notification	
Overview	**Procedures**
• The Assessment Center will administer the state-approved ELP assessment to all students with a language other than English on Questions 1, 2, or 3 of the Home Language Survey (HLS). • Students in kindergarten through eighth grade will be assessed in Listening and Speaking, Reading & Writing using the state-approved ELP assessment. • For EL students with disabilities all accommodations, modifications, or alternative assessments for state-approved ELP assessment must be implemented as specified on the student's IEP or section 504 plan. • Qualified personnel are selected and trained to administer and score the state-approved ELP assessment. • No part of the assessment process may be waived by a parent or legal guardian.	• Assessment Center personnel will use the state-approved ELP assessment to assess students in English Language Proficiency within 30 calendar days of initial enrollment in their home school. • The Assessment Center will hand score *initial assessments* and use the preliminary results to advise EL program placement. • The Assessment Center will generate and send home a parent notification letter for EL Program Placement within 30 calendar days of initial enrollment. • Initial Assessment- Hand scores with preliminary results and will be used for parent notification (see appendix) • Annual Assessment - Official state-approved ELP assessment scores from the previous school year will be used for the parent notification. (see appendix) • School personnel will be responsible for filing the Annual Parent Notification forms in each LEP folder. • Assessment Center will be responsible for entering in the date that the Annual Parent Notification form was printed/mailed home in the ELL Parent Contact tab in Synergy.

II. Governance and Administration

✓ Federal Program Monitoring (FPM)

EL 06: EL Identification and Assessment

6.0 Each LEA must properly identify and assess all students who have a home language other than English. (EC §§ 313, 60810.)

6.1 A home language survey (HLS) must be used at the time of initial enrollment to identify language use in the home. (5 CCR §§ 11510[k], 11511[a].)

6.2 Within 30 calendar days of initial enrollment, each student whose home language is other than English, as determined by the HLS, must be assessed for English proficiency by means of the current English language proficiency assessment. Administration of the assessment must follow all of the publisher's instructions. (5 CCR §§ 11307[a], 11511.)

6.3 Each LEA must annually assess the English language proficiency and academic progress of each EL. (EC §§ 313, 60810; 5 CCR § 11306.)

6.4 All currently enrolled ELs must be assessed for English language proficiency by administering the current English Language Proficiency Assessments for California (ELPAC) during the annual assessment window. (EC §§ 313, 60810; 5 CCR § 11511[b].)
2017–18 EL Program Instrument On-Site (Continued)

6.5 Each EL on an active individualized education plan (IEP) or Section 504 Plan must be annually assessed for English language proficiency using the accommodations, modifications, or alternate assessments for the current ELPAC as specified in the student's IEP or Section 504 Plan. (5 CCR § 11516.5.)

6.6 Each LEA must identify all immigrant children and youth (ages 3 through 21), who were not born in any state and have not attended school in any state for more than three full academic years. (20 U.S.C. § 6801.)

Chapter III | Placement and English Language Development(ELD) Program

Chapter Overview

English Learners in the SYSD have equitable access and opportunity to participate in the core curriculum areas. Students are placed in appropriate instructional programs based on their level of fluency in English. The goal is for all English Learners to meet or exceed the district's core content and performance standards for their respective grades. In order to help close the achievement gap between English Learners and their English-only peers, schools may provide extra support during the school day, before and after school (i.e. tutoring), and/or during summer.

Spanish is the primary language for the majority of ELs in San Ysidro; therefore, we have developed a Spanish-English dual immersion program. Additionally, we have Our EL Program placement guidelines are designed so that our school site placement teams consider a student's individual needs in making the best placement decisions.

EL Program Placement Protocols

English Learners student placement is based on an analysis of multiple data points. A data-driven, team approach to student placement allows each student the opportunity to access the programs best suited to building on his or her strengths and meeting learning needs, all while accelerating their English language acquisition. Student placement decisions are made upon initial enrollment in the district and are based on surveys, assessment data, academic history and student/parent input. Throughout the year, student placement is reviewed in order to determine the services that will best serve the needs of the individual student.

Multiple measures of data that may be included in placement decisions can include:

1. Standardized language assessment (CELDT/ELPAC, VCAALPS)
2. Other Standardized Tests (SBAC)
3. Primary Language Assessment
4. District level Unit Assessments
5. Lexile Scores (Achieve 3000 or STAR 360)
6. Performance in ELD class or during designated ELD time
7. Performance in New Comer, Structured English Immersion or Dual Language Immersion classes
8. Level of Instruction in English prior to entering US school
9. Additional assessment in core content areas (science, history, math, etc.)

In accordance with the 2016 legislation California Ed.G.E. Initiative (Proposition 58) EC 306, SYSD will continue to offer the following language acquisition programs: 1) Dual Language Immersion (DLI), 2) New Comer Program (NCP) and 3) Structured English Immersion (SEI) programs. This initiative legally requires that each English learner be placed in a language acquisition program; however, a parent or legal guardian may

request to create a different language acquisition program and the school will consider requests according to guidelines stated in EC 305 (a)(1) and 306 and state priorities for English proficiency as identified in paragraph (2) of subdivision (d) of Section 52060 and of Section 52066.

Parental choice and voice will be valued in determining the most appropriate language acquisition program placement. Parents have the right to choose the program model which they feel best meets the needs of their children as well as the right to refuse any program placement. Each parent request for their children's removal from any program is reviewed and acted upon immediately, pursuant to guidelines stated in EC 305 (a)(1) and 306 and state priorities for English proficiency as identified in paragraph (2) of subdivision (d) of Section 52060 and of Section 52066. Additionally, all EL instructional programs for students with a disability will meet the objectives of an individualized education plan.

Elementary School: Program Options for English Learners

Table 3.1

	Option 1: SEI Structured English Immersion	Option 2: ELM English Language Mainstream
Appropriate Students	• Newcomers - Beginning levels of ELD • EL students who have been in US school less than 2 years	• EL Students who are intermediate or above on CELDT or Expanding/Bridging on ELPAC • EL Students who have been here more than 2 years
Goal	Academic English Language Proficiency	Academic English Language Proficiency
Description	• All English instruction with primary language support, as needed • Up to two school years	• All English instruction with primary language support, as needed • Until reclassified
Quality Conditions	• Daily designated ELD • Daily integrated ELD for all Core subjects	• Daily designated ELD • Daily integrated ELD for all Core subjects
Materials	• Benchmark • Benchmark Adelante • Benchmark ELD	• Benchmark • Benchmark Adelante • Benchmark ELD

Elementary School: Program Options for English Learners continued

Table 3.1 (continued)

<table>
<tr><th></th><th>Option 3:
DLI-1 Way
Dual Language Immersion-1 way</th><th>Option 4:
DLI-2 Way
Dual Language Immersion-2 way</th></tr>
<tr><td>Appropriate Students</td><td>• Newcomers - Beginning levels of ELD
• EL students who have been in US school less than 2 years</td><td>• No more than ½ EL students
• Others EO or Heritage</td></tr>
<tr><td>Goal</td><td>Academic English Language Proficiency

Bilingualism and Biliteracy

Seal of Biliteracy</td><td>Academic English Language Proficiency

Bilingualism and Biliteracy

Seal of Biliteracy</td></tr>
<tr><td>Description</td><td><table><tr><th>Grade</th><th>English</th><th>Spanish</th></tr><tr><td>K</td><td>50%</td><td>50%</td></tr><tr><td>1</td><td>50%</td><td>50%</td></tr><tr><td>2</td><td>50%</td><td>50%</td></tr><tr><td>3</td><td>80%</td><td>20%</td></tr><tr><td>4</td><td>90%</td><td>10%</td></tr><tr><td>5</td><td>90%</td><td>10%</td></tr><tr><td>6</td><td>90%</td><td>10%</td></tr></table></td><td><table><tr><th>Grade</th><th>English</th><th>Spanish</th></tr><tr><td>K</td><td>50%</td><td>50%</td></tr><tr><td>1</td><td>50%</td><td>50%</td></tr><tr><td>2</td><td>50%</td><td>50%</td></tr><tr><td>3</td><td>50%</td><td>50%</td></tr><tr><td>4</td><td>50%</td><td>50%</td></tr><tr><td>5</td><td>50%</td><td>50%</td></tr><tr><td>6</td><td>50%</td><td>50%</td></tr></table></td></tr>
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• Daily integrated ELD for all Core subjects</td></tr>
<tr><td>Materials</td><td>• Benchmark
• Benchmark Adelante
• Benchmark ELD</td><td>• Benchmark
• Benchmark Adelante
• Benchmark ELD</td></tr>
</table>

Middle School: Program Options for English Learners

Table 3.2:

	Option 1: EL Classes	Option 2: EL Clusters	Option 3: ELM English Language Mainstream
Appropriate Students	• Newcomers: Beginning ELD Levels • ELs in US less than 3 years	• ELs expanding or bridging on ELPAC • ELs in US more than 3 years	• On watch level 3, 4, 5; RFEPs & EOs
Description	• Grouped by like EL levels • Grouped for ELD, ELA, Math, History, & Science	• Cluster EL students in SEI or ELM classes • Clusters should be by like ELD level	• Balanced groups to ensure no group is remedial
Materials	• Amplify IT	• Amplify IT	• Amplify IT

Newcomer Program

As an additional support for newcomers to the United States, a specific program with additional supports will be implemented at each school site. This program is designed to give support to newcomers in accelerating their language acquisition. In the elementary school setting newcomers will receive additional small group instruction to support their acquisition of English and academic English. This support will include reading instruction, foundational skills instruction, and preview/review of the CORE curriculum with scaffolded supports. At the middle school level, newcomers will be enrolled in an ELD/ELA 2 period block of instruction with specific instructional supports. Additionally, they will receive scaffolded instruction within each of their CORE instructional classes.

In order to monitor student progress, we will be tracking student data and growth overtime on various language and academic assessments.

English Language Development(ELD) Program

According to the 2014 ELA/ELD Framework for California, every English Learner is entitled to daily ELD instruction. There are two types of ELD.

Defining Terms for SYSD

1. Integrated ELD- (Formally called "SDAIE") - This instruction occurs throughout the day for EL students receiving content instruction in English. The purpose is to promote content mastery through language supportive instruction.
2. Designated ELD- Every EL student receives designated ELD instruction. The purpose is to promote formal academic English. The following table describes designated ELD for students with different profiles. Appropriate ELD services depend on the combination of two factors: (a) ELD level and (b) Years in US Schools.

San Ysidro School District Elementary School ELD Instructional Design

Table 3.3:

Elementary Designated ELD Instructional Design		
	Less than 3 years in U.S. Schools	**4 or more years in U.S. schools**
ELD Levels 1-2*	**On Track** o Approximately 45 minutes daily o Grouped by ELD level with maximum of 2 levels per group (if at all possible) o Focus: Beginning English language development o Program Recommendation: An explicit, systematic ELD program designed for relative newcomers. (May be independent of core program.)	**On Watch** o Approximately 45 minutes daily o Include with EO, RFEP, and IFEP students o Group based on English Reading Language Arts performance o Focus: Preview and review of core ELA with an academic language emphasis o Add extended day intervention (preview/review of core)
ELD Levels 3*-4, until Reclassification	**On Track** o Approximately 45 minutes, daily o Include with EO, RFEP, IFEP students o Group based on English Reading Language Arts performance o Focus: Preview and review of Core ELA with an academic language emphasis o Program Recommendation: No independent ELD program recommended. Rather, recommendation is to use ELD strategies attached to core ELA standards presented during core ELA period.	**On Watch** o Approximately 45 minutes daily o Include with EO, RFEP, and IFEP students o Group based on English Reading Language Arts performance o Focus: Preview and review of Core ELA with an academic language emphasis toward reclassification.

San Ysidro School District Middle School ELD Instructional Design

Table 3.4:

Middle School ELD Instructional Design		
	Less than 3 years in U.S. Schools	**4 or more years in U.S. schools**
ELD Levels 1-2*	**On Track** o Approximately one full period daily in addition to core ELA o Grouped by ELD level with maximum of 2 levels per group (if at all possible) o Focus: Beginning English language development o Program Recommendation: An explicit, systematic ELD program designed for relative Newcomers. May be independent of core program.	**On Watch** o Approximately one full period daily of integrated ELD in core ELA class in addition to one full period of ELA intervention daily to support the core o Include with EO, RFEP, and IFEP students o Group based on English Reading Language Arts performance o Focus: Preview and review of core ELA with an academic language emphasis o Add extended day intervention (preview/review of core)
ELD Levels 3*-5, until Redesignation	**On Track** o Approximately one full period daily as integrated ELD in core ELA class o Include with EO, RFEP, and IFEP students o Group based on English Reading Language Arts performance o Focus: Preview and review of core ELA with an academic language emphasis o Program Recommendation: No independent ELD program recommended. Rather, recommendation is to use ELD strategies attached to core ELA standards presented during core ELA period.	**On Watch** o Approximately one full period daily of integrated ELD in core ELA class in addition to one full period of ELA intervention daily to support the core o Include with EO, RFEP, and IFEP students o Group based on English Reading Language Arts performance o Focus: Preview and review of core ELA with an academic language emphasis toward reclassification.

Special Education

Students in need of special education and related services, including students identified as English Language Learners (EL), will receive appropriate Special Education/English Learner services.
It is the responsibility of the District and the Special Education Local Plan Area (SELPA) to offer sufficient and appropriate resources to ensure each SPED/EL student has the same educational and linguistic opportunities in the least restrictive environment. Instructional settings include Special Day Classes (SDC), Resource Specialist Programs (RSP), and Designated Instructional Services (DIS).

SPED/EL program includes the following:

a. Initial identification and testing in the primary language and/or English, as applicable.
b. The Instructional Program:
   1. English Language Development (ELD)
   2. Primary Language and/or Specially Designed Academic Instruction in English (SDAIE) in the District's core curriculum based on diagnosed need.
   3. Implementation of class/course section strategies to promote cross-cultural understanding and the development of a positive self-image.
c. Qualified Teachers (BCLAD/CLAD or EL Certification) and support staff will be trained to meet the cultural and linguistic needs of the SPED/EL students.
d. Translation of required parent notifications, documents, including IEP – parent rights to inform and involve parents of SPED/EL students and translation service will be provided.

Special Education Placement for English Learners Considerations

An important consideration in the placement of EL students into Special Education is accurate identification. There must be a determination of whether or not learning disabilities in the primary language exist or if second language acquisition variables, lack of prior school experiences, and/or cultural differences are the reasons for a student's poor achievement in academics.

Additional screening may be necessary to determine:

a. Literacy skills in primary language
b. Language skills and basic knowledge in primary language
c. Computation skills
d. Correlation of English language proficiency level with the performance expectations of the student

VI. Opportunity and Equal Education Access

✓ **Federal Program Monitoring (FPM)**

EL 17: Language Program Options and Parent Choice

17.0 Language acquisition programs may include, but are not limited to, all of the following:

(a) School districts and county offices of education must, at a minimum, provide ELs with a structured English immersion (SEI) program. (EC § 305[a][2].) SEI programs provide nearly all classroom instruction in English, but with curriculum and a presentation designed for students who are learning English. (EC § 306[c][3].)

(b) Dual-language immersion programs that provide integrated language learning and academic instruction for native speakers of English and native speakers of another language, with the goals of high academic achievement, first and second language proficiency, and cross-cultural understanding. (EC § 306[c][1].)

(c) Transitional or developmental programs for ELs that provide instruction to students that utilizes English and a student's native language for literacy and academic instruction and enables an EL to achieve English proficiency and academic mastery of subject matter content and higher order skills, including critical thinking, in order to meet state adopted academic content standards. (EC § 306[c][2].)

17.1 Parents or legal guardians of students enrolled in the school may choose a language acquisition program that best suits their child. "Language acquisition programs" refers to educational programs designed to ensure English acquisition as rapidly and as effectively as possible and provide instruction to students on the state-adopted academic content standards, including the ELD standards. The language acquisition programs shall be informed by research and must lead to grade level proficiency and academic achievement in both English and another language. (EC § 306[c].)

17.2 Schools in which parents or legal guardians of 30 students or more per school, or the parents or legal guardians of 20 students or more in any grade request a language acquisition program designed to provide language instruction must be required to offer a program to the extent possible. (EC § 310[a].)

VII. Teaching and Learning

✓ **Federal Program Monitoring (FPM)**

EL 18: ELD

18.0 As part of the core program provided through general funds, all identified ELs must receive a program of ELD instruction, in order to develop proficiency in English as rapidly and effectively as possible and meet state priorities for ELs. Each LEA must take appropriate action to overcome language barriers that impede equal participation by its students in its instructional programs. Title III funds are used to supplement the core ELD program. (20 U.S.C. §§ 1703 [f], 6825 [c][1][A]; EC §§ 300, 305, 306, 310; 5 CCR § 11302[a]; Castañeda v. Pickard [5th Cir. 1981] 648 F.2d 989, 1012-1013.)

EL 19: Access to the Core Subject Matter

19.0 Academic instruction for ELs must be designed and implemented to ensure that ELs meet the district's content and performance standards for their respective grade levels within a reasonable amount of time.

19.1 Each LEA must have a means to assist ELs to achieve at high levels in the core academic subjects to ensure that they meet the same challenging state content standards and achievement goals all children are expected to meet.

19.2 Each LEA must monitor student academic progress and provide additional and appropriate educational services to ELs in kindergarten through grade twelve for the purposes of overcoming language barriers in each subject matter. Actions to overcome content academic barriers must be taken before the deficits become irreparable. (20 U.S.C. §§ 1703 [f], 6825 [c][1][B]; EC §§ 305[a][2], 310; 5 CCR § 11302[b]; Castañeda v. Pickard [5th Cir. 1981] 648 F.2d 989, 1012-1013.)

Chapter IV | Reclassification

Chapter Overview

Reclassification is the process whereby an English Learner is reclassified as a Fluent English Proficient (FEP) student after meeting various linguistic and academic criteria set forth by California Department of Education (CDE) guidelines and the San Ysidro School District Governing Board. California Education Code (EC) Section 313 and the California Code of Regulations (5CCR) Section 11308 require that each English Learner who 1) has demonstrated English language proficiency comparable to that of the average native English speaker and 2) who can participate effectively in a curriculum designed for pupils of the same age whose native language is English be reclassified as RFEP.

Reclassification Criteria

The State Board of Education's Reclassification Guidelines serve as the foundation for the district's reclassification criteria found in Tables 4.1 & 4.2. Readiness is determined through a variety of multiple measures including: 1) objective assessment of the student's English language proficiency using the summative ELPAC after 2017 and Ventura County Comprehensive Alternate Language Proficiency Survey (VCCALPS), 2) core content achievement as measured by available standardized tests, 3) teacher evaluation of the student's classroom performance, and 4) parent consultation. For students who are dual - identified as EL and have an IEP or 504 plan for special services and accommodations, the student is deemed ready for reclassification once a student has demonstrated that he/she is ready to participate fully in all-English instruction without special support services.

The standard criteria and procedures for reclassification of students in grades 2-8 was revised and approved on June 14, 2018. Each school site will establish a Student Reclassification Team which may include the following members: Principal (or designee), Resource Teacher on Special Assignment, student's homeroom or core teacher, and other staff members as needed. The goal of the San Ysidro School District is to reclassify EL students to successful Fluent English Proficient (FEP) students who can participate equally with native speakers in the school's English instructional program.

Reclassification Criteria for Students Taking ELPAC

Table 4.1

Evaluation Measure	Minimum Criteria
State Approved Assessment of English Language Proficiency	• ELPAC: Overall Bridging Performance Level
Comparison of Performance in Basic Skills	• Two ELA district assessments with proficient scores (benchmark or challenge) - or – • CAASPP overall ELA score in the proficiency band of Standard Met or Standard Exceeded - or – • District approved assessment for reclassification
Teacher Evaluation and Academic Indicator	• Completed Teacher Evaluation Form (grade-level teacher for grades 2-6 and ELA teacher for grades 7-8) indicating a recommendation of reclassification based on the academic characteristics of a student.
Parent Opinion and Consultation	• Letter mailed home to notify parents/guardians of their rights and encourage them to participate in the reclassification process with the opportunity for a face-to-face meeting.

Reclassification Criteria for Students Taking Alternative Assessment VCCALPS

Table 4.2

Evaluation Measure	Minimum Criteria
State Approved Assessment of English Language Proficiency	• VCCALPS: Overall proficiency level is equal to that or higher than overall proficiency level of primary language
Comparison of Performance in Basic Skills	• CAASPP/CAA(California Alternative Assessment) overall ELA score in the proficiency Level 2 or 3 -or- • District approved assessment for reclassification, in coordination with the Special Education Department
Teacher Evaluation and Academic Indicator	• Completed Teacher Evaluation Form (grade-level teacher for grades 2-6 and ELA teacher for grades 7-8) indicating a recommendation of reclassification based on the student's academic performance and academic success towards IEP linguistically appropriate goals.
Parent Opinion and Consultation	• Letter mailed home to notify parents/guardians of their rights and encourage them to participate in the reclassification process with the opportunity for a face-to-face meeting (could be done as part of IEP meeting).

District Criteria & Procedures for Evaluating Potential RFEP Students

Table 4.3

Department:	Responsibilities:

Assessment Center	• Identify reclassification candidates by school based on state-approved ELD assessment scores, SBAC scores, and ELA district benchmark data.
	  ○ Round #1 - Beginning of school year (August/September)
	  ○ Round #2 - Mid-year (January/February)
	  ○ Round #3 - End of Year (May/June)
	• Generate initial parent notification letter for RFEP candidates.
	• Notify parents of reclassification and provide opportunity for face-to face conference.
	• Print and send home final parent notification.
	• Update language proficiency from EL to RFEP in Synergy.
	• Adjust student program in Synergy as needed.
	• Notify Principal via email regarding student program change.

Site Administration	• Coordinate any intervention programs to facilitate needs of EL students that do not meet reclassification criteria as they are not showing adequate progress by grade level standards.
Classroom Teacher	• Teacher completes the teacher evaluation form for RFEP candidates based on the academic characteristics of the students & submits completed forms to designee within one week of receipt.

IV. Standards, Assessment, and Accountability

✓ **Federal Program Monitoring (FPM)**

EL 13: Evaluation of EL Program Effectiveness

13.0 A program evaluation must be provided by each LEA and must be used to determine:

(a) Necessary improvements to programs and activities for which Title III funds have been used for EL and immigrant students

(b) The effectiveness of programs and activities in assisting ELs to attain proficiency and to meet academic achievement and content standards

(c) Whether to eliminate specific EL activities proven to be ineffective

(d) The degree to which, within a reasonable amount of time:

i. ELs are attaining English language proficiency comparable to that of average native speakers of English in the district

ii. EL students' academic results indicate that ELs are achieving and sustaining parity of academic achievement with students who entered the district's school system already proficient in English (20 U.S.C. §§ 1703[f], 6841[b],[c]; Castaneda v. Pickard [5th Cir. 1981] 648 F.2d 989,1009-1011.)

EL 14: Reclassification

14.0 Each LEA must reclassify a student from EL to proficient in English by using a process and criteria that includes, but is not limited to:

(a) Assessment of English language proficiency. (EC § 313[f][1]; 5 CCR § 11303[a].)

(b) Teacher evaluation that includes, but is not limited to, the student's academic performance. The term "teacher" refers to the classroom teacher and other certificated staff with direct responsibility for teaching or placement decisions of the student. (EC § 313[f][2]; 5 CCR § 11303[b].)

(c) Opportunities for parent opinion, consultation, and involvement during the reclassification process. (EC § 313[f][3]; 5 CCR § 11303[c].)

(d) Comparison of student's performance in basic skills against an empirically established range of performance in basic skills based upon the performance of English proficient students of the same age that demonstrate whether the student is sufficiently proficient in English to participate effectively in a curriculum

designed for students of the same age whose native language is English. (EC § 313[f][4]; 5 CCR §§ 11302, 11303[d].)

14.1 Each LEA must maintain the following in the student's permanent record (regardless of the physical form of such record and to ensure transfer of documentation):

(a) Language and academic performance assessments

(b) Participants in the reclassification process

(c) Decision regarding reclassification (5 CCR § 11305.) 14.2 Each LEA must monitor the progress of reclassified pupils for a minimum of four years to ensure correct classification, placement, and additional academic support, as needed. (20 U.S.C. § 6841[a][4][5]; 5 CCR § 11304.) [MB1]

Chapter V | Monitoring & Intervention

Chapter Overview

English Learner programs are monitored in compliance with the Federal Every Student Succeeds Act (ESSA) and the California Department of Education regulations and educational code (EC). The coordination of all departments in the district and collaboration with outside agencies such as the San Diego County Office of Education (SDCOE) help to ensure that programs are carried out in a manner that is compliant, efficient and lead to student success.

English Learners (EL) and Reclassified (RFEP) students who are identified as making inadequate progress will be provided with appropriate intervention services. English learners who are identified as not making adequate progress if they are not improving one level per year on the English Language Proficiency Assessment (CELDT/ELPAC). Reclassified students who are not meeting on track criteria, are those students who are not meeting or exceeding standard on CAASPP ELA, maintaining a 2.0/C or above average, and attaining Benchmark or Challenge on the District Unit Assessments.

Monitoring of Reclassified Students

While research shows that RFEP students statistically outperform native English speakers, SYSD acknowledges that students who reclassify may still struggle to achieve and maintain academic success. That is why collaboration between the site administrator, classroom teacher, instructional lead, and counselor is very important for effective monitoring and improving academic outcomes for RFEP students.

The Every Student Succeeds Act (ESSA) now requires that reclassified students be monitored for a period of at least 4 years following reclassification. Reclassified students will receive four years follow-up monitoring by the district and site administration or designee, as well as their classroom teacher. Student progress will be monitored using the districts ELA Data Reflection documentation (approximately 5 times per year) and an RFEP Monitoring Form (approximately 3 times per year). Staff will use the process outlined below to monitor the progress of RFEP students for a period of no less than 4 years after reclassification. Dual-identified student language needs are monitored through IEP goals and a yearly IEP team meeting. The team may recommend assessments, additional services and/or supports to meet individual student needs.

If the student's standardized test scores fall below the proficiency level of Standard Met in English Language Arts or the student's grades fall below satisfactory in any academic area, the school site team will re-evaluate the student's lack of progress and interventions will be recommended and monitored via a plan of action.

District Criteria & Procedures for Monitoring RFEP Students

Table 5.1

Department:	Responsibilities:
Assessment Center	• Provide each school site a list of students who are less than 4 years reclassified as fluent English proficient. o These lists will be updated with newly identified RFEP students after each Round of Reclassification is complete. • Provide each school site with RFEP monitoring forms for students who need to be monitored during that academic year. • Assessment Center will hold on-going meetings with Educational Services Staff, Principals, Assistant Principals and Instructional leads to review pertinent English Learner data.
Site Administration	• Coordinate monitoring of RFEP students at your school site for four years following their identification. • Coordinate intervention/support services for students who do not demonstrate satisfactory academic progress via monitoring during DRS and/or on RFEP monitoring forms. o These may include, but are not limited to, additional tutoring or counseling, training in test taking strategies, and modified work in reading, and language arts.
Classroom Teacher	• Monitors and tracks RFEP student's progress in DRS • Completes the teacher evaluation form for RFEP students based on the academic characteristics of the students 3 times a year • Submits completed RFEP monitoring form to site designee within three weeks of receipt with appropriate signatures • Creates a plan of action with Site Administrator to support any RFEP student who is not making adequate progress.

Intervention Services and Progress Monitoring

In order to monitor the progress of these groups and put into place appropriate interventions when necessary, the schools will have a language acquisition team that will work to monitor and support students. At the elementary level, the Language Acquisition Team(LAT) will consist of the site administrator, lead teacher, the classroom teacher, and RSP teacher when appropriate. At the middle school level, the LAT will consist of a site administrator, lead teacher, counselor, the student's ELA teacher, and RSP teacher when appropriate.

Each student that is identified "On Watch" will be provided with the intervention programs and/or services as specified in the Intervention Plan. His/her progress is to be carefully monitored throughout the school year. The Language Acquisition Team (LAT) will evaluate the student's progress and make modifications to interventions and goals as needed at the end of each ELA data reflection session based on student quadrant of achievement. This process will be monitored via a plan of action form that will be filed in the student's LEP folder.

Identifying students as "On Watch"

Table 5.2

Who Qualifies	
ELs	**RFEPs**
ELs who <u>are not</u> making adequate progress, as measured by: • improving one level per year on the English Language Proficiency Assessment (CELDT/ELPAC) (see Table 5.3)	RFEPs who <u>are not</u> meeting the following "On Track" criteria: • SBAC-Meets or Exceeds Standard on ELA & Math • K-6: Average Rubric score of 2 & above • 7-8: C or better • District Unit Assessments Quadrant Placement at benchmark or challenge at the end of each Unit

District-Level Performance Expectations in ELD & Academic Subject Matter for English Learners*

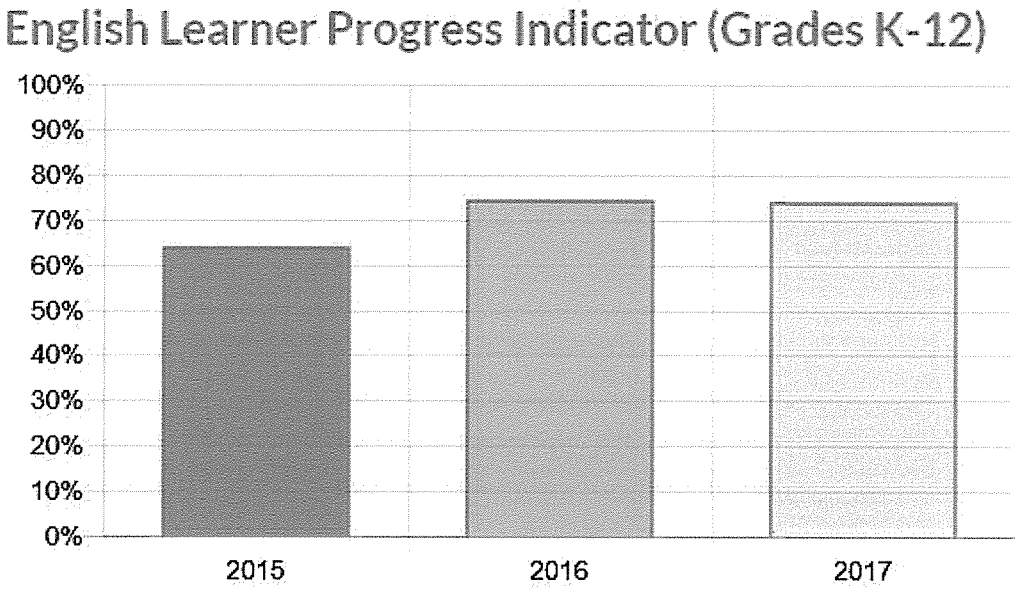
Table 5.3

On Track English Learner Progress Chart						
State-approved ELP Assessment Level (CELDT)	Beginning	Early Intermediate	Intermediate	Early Advanced	Advanced	RFEP
State-approved ELP Assessment Level (ELPAC)	Emerging	Expanding	Expanding Bridging	Bridging		RFEP
*Timeline based on student's ELD level at the time of entry into district	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year
		1st Year	2nd Year	3rd Year	4th Year	5th Year
			1st Year	2nd Year	3rd Year	4th Year
				1st Year	2nd Year	3rd Year
					1st Year	2nd Year
SBAC (ELA)	Not Met	Not Met	Nearly Met	Nearly Met/ Met	Nearly Met/ Met	Met/ Exceeded
District ELA Assessments	Intensive	Strategic	Strategic	Benchmark	Benchmark/ Challenge	Benchmark/ Challenge

*Note: When students are not meeting expected proficiency growth in English or are sustaining deficits in content areas, students will be labeled as "On Watch" and we shall implement our district intervention plan. Interventions are provided based on student needs at the individual school sites.

The English Learner Progress Indicator (ELPI)

The ELPI is reported in the California Dashboard and serves as a district level tool for LEAs to analyze outcomes and program services for English learners (ELs). The 2017-18 Dashboard ELPI reports the following data: 1. Annual CELDT takers who increased at least one level 2. Annual CELDT takers who maintained EL proficiency in the Early Advanced/Advanced CELDT Levels 3. ELs who were reclassified in the prior year 4. LTEL CELDT takers who increased at least 1 level (group also counted in 1).



The percent of English Learners who made progress towards English proficiency.

CA Dashboard 04.22.18

IV. Standards, Assessment, and Accountability

✓ **Federal Program Monitoring (FPM)**

EL 13: Evaluation of EL Program Effectiveness

13.0 A program evaluation must be provided by each LEA and must be used to determine:

(a) Necessary improvements to programs and activities for which Title III funds have been used for EL and immigrant students

(b) The effectiveness of programs and activities in assisting ELs to attain proficiency and to meet academic achievement and content standards

(c) Whether to eliminate specific EL activities proven to be ineffective

(d) The degree to which, within a reasonable amount of time:

i. ELs are attaining English language proficiency comparable to that of average native speakers of English in the district

ii. EL students' academic results indicate that ELs are achieving and sustaining parity of academic achievement with students who entered the district's school system already proficient in English (20 U.S.C. §§ 1703[f], 6841[b],[c]; Castaneda v. Pickard [5th Cir. 1981] 648 F.2d 989,1009-1011.)

Chapter VI | Staffing & Professional Development

Chapter Overview:

San Ysidro School District's goal is to provide English Learners with highly qualified teachers who not only hold a Professional Credential but are also authorized by credential to work with English Learners as is required by California State Law. The Human Resource Department works diligently to ensure that all teachers hired have the proper credential to instruct English Learners (CLAD or equivalent). Educational Services monitors class lists to ensure that all teachers working with English Learners are certified to work with them.

The district is also committed to providing professional development to all teachers and staff (regardless of instructional program) to help them work effectively with the specialized needs of English Learners. Staff members have the opportunity to attend various workshops and in-services throughout the school year. Attendance records of the staff development programs offered during the year document the participation of teachers and staff attending the trainings. These professional opportunities include but are not limited to:

- ELA and Math Data Reflections with grade level team
- Designated ELA and Math release time for grade level teams to collaborate and plan
- Summer Institute - Instructional Design (ELA and ELD)
- On-going professional development with district partners
- California Association for Bilingual Education Conference
- San Diego County Office of Education in-services and professional developments
- Vocabulary Development Strategies for English Learner
- Informational sessions on English Learners Master Plan
- State-approved ELD assessment training for test administrators and teachers
- Differentiated Instruction
- Teacher mentoring at each site
- Classroom Management Strategies
- New Teacher Academy
- Professional Learning Communities

Monthly meetings are held with Educational Services staff, Principals, Assistant Principals and instructional leads to ensure that the sites are implementing the Master Plan for English Learners. These monthly meetings are used for a variety of things, including:

- Studying the California English Language Development Standards
- Analysis of Language Arts and state-approved ELD assessment test scores and data
- Strategizing appropriate instructional techniques
- Examination procedures for state-approved ELD assessment and SBAC testing
- Reclassification procedural training
- Establishing and maintaining files on EL students

- EL updating in Synergy
- Opportunities for colleagues to meet and discuss practices with their peers
- Use of the District's adopted instructional materials.

Staffing

In order to be compliant with its staffing and training plan, the district is committed to ensure that English Learners receive instruction from an appropriately authorized teacher. Teachers assigned to teach English language instruction and/or core curriculum to English Learners must possess one of the following credentials: CLAD, BCLAD, or equivalent.

At the secondary level, only teachers who provide ELD and/or SDAIE in the core curriculum (language arts, math, science, and social studies) are required to participate in training if they so not already have the proper credential. Teachers who provide academic instruction in the student's primary language must have a BCLAD or equivalent authorization or be on an emergency permit. The requirements for maintaining an emergency permit is as follows:

1. At the beginning of the year teachers must sign the statement of the intent form and complete an application for an emergency permit.
2. Every year the teacher needs to show progress toward obtaining the appropriate authorization.
3. At the end of each year on an emergency permit must proof of passing exam scores or course-work for the year to the Human Resources department. The Human Resources department. The Human Resources department will be responsible for monitoring this process and following up with teachers who have not complied with their renewal requirements.
4. Teachers not complying with their agreed upon statement of intent will be at risk for reassignment as outlined in the District Policy:

Recruitment

The district attends recruitment fairs sponsored by universities, colleges, and organizations. The Executive Director of Human Resources participates in recruitment efforts. Every effort is made to hire qualified teachers. Candidates with BCLAD, CLAD or equivalent authorizations are given hiring priority. All new hires are notified of credential requirements before contracts are signed. This is monitored by the Human Resources department.

Training

In order to obtain an emergency permit for the CLAD, BCLAD, or equivalent, teachers must be enrolled in an accredited program leading to CLAD, BCLAD, or equivalent certification and must complete it within three years. These programs may be taken at a college, university, or at the County Office of Education. The emergency permit requirements can also be met by passing the CTEL examinations.

District and Site Training for all personnel who work with English Learners

Throughout the year, all personnel who work with English Learners (certified bilingual paraprofessionals, teachers, counselors and administrators) are offered the opportunity to participate in Professional Learning. The district and school site workshops are designed to strengthen the instructional strategies for those who work with English Learners. District staff development cannot be used to acquire the necessary credentials to teach English Language Development. However, classes may be used for contractual staff development.

The workshops may include but are not limited to the following topics:

- ELD Standards
- ELD Strategies
- Cooperative Learning Groups
- SDAIE Strategies
- Primary Language Support
- Preview-Review
- Literacy Strategies
- EL Program Compliance
- EL Master Plan Review
- EL Intervention Programs

V. Staffing and Professional Development

✓ Federal Program Monitoring (FPM)

EL 15: Teacher EL Authorization

EL 15: Teacher EL Authorization 15.0 Teachers assigned to provide ELD and instruction in subject matter courses for ELs must be appropriately authorized. (20 U.S.C. § 6826 [c]; EC §§ 44253.1, 44253.2, 44253.3, 44253.4, 44253.5, 44253.10; Castañeda v. Pickard [5th Cir. 1981] 648 F.2d 989, 1012-1013.)

EL 16: Professional Development Specific to English Learners

16.0 Each LEA must provide professional development specific to the implementation of programs for ELs.

16.1 Each LEA must provide sufficient professional development to effectively implement the LEA's EL program. (Castañeda v. Pickard [5th Cir. 1981] 648 F.2d 989, 1011-1013.)

16.2 Professional development is provided to classroom teachers, principals and other school leaders, administrators, and other school or community-based organizational personnel, that is:

(a) Designed to improve the instruction and assessment of ELs (20 U.S.C. § 6825[c][2][A].)

(b) Designed to enhance the ability of teachers, principals, and other school leaders to understand and implement curricula, assessment practices and measures, and instructional strategies for ELs (20 U.S.C. § 6825[c][2][B].)

(c) Effective in increasing the student's English language proficiency or substantially increasing the teacher's subject matter knowledge, teaching knowledge, and teaching skills as demonstrated through classroom observation (20 U.S.C. § 6825[c][2][C].)

(d) Of sufficient intensity and duration (which shall not include activities such as one-day or short-term workshops and conferences) to have a positive and lasting impact on the teacher's performance in the classroom (20 U.S.C. § 6825[c][2][D].)

Chapter VII | Parent Advisory Committees

Chapter Overview:

As required by law, the San Ysidro School District has a functioning District English Learner Advisory Committee (DELAC), and school sites have English Learner Advisory Committees (ELAC) meeting all legal requirements.

The goal of this section is to assist schools in the development of a strong interactive parent component. The school's responsibility is to help parents clearly understand the educational process and school system so that they can positively interact with the school and thus become advocates for the education of their children.

Translation Services Pursuant to EC Section 51101.1(b)(3) and as defined by EC Section 48985, SYSD will provide training and materials in the home language of the parent members of advisory committees. Translators are present at district parent committee meetings to provide interpretation.

ENGLISH LEARNER ADVISORY COMMITTEE (ELAC)

Whenever 21 or more English Learners are enrolled at the school site, the site must have a functioning EL advisory committee (ELAC) that advises the school on programs and services for English Learners. The committee is comprised of parents and staff, with parents of English Learners making up the majority of members. Parents of English Learners are represented in at least the same percentage as the English Learner enrollment at the site. (Education Code 52176)

The goal of the English Language Advisory Committee (ELAC) at each school is to promote positive collaboration between parents and the District. Through such committees, SYSD is able to:

- Include parents and community members in the decision-making, planning, and evaluation of programs for English Learners.

- Develop a working partnership between parents and the schools to provide equal access to education for each student.

The ELAC:

1. Has been elected by parents or guardians of English Learners at the school site.
2. Has advised the principal and staff on:
- The development of the school's plan for services to English Learners;
- The development of the school's needs assessment;
- The school's language census; and
- The school's efforts to inform parents of the importance of regular school attendance.
3. Has elected a DELAC representative
4. Has received training in the roles and responsibilities of the ELAC.
5. Has adopted, updated by-laws.

DISTRICT ENGLISH LEARNER ADVISORY COMMITTEE (DELAC)

Whenever 51 or more English Learners are enrolled in a district, the district must establish a functioning district EL advisory committee (DELAC). DELAC serves to support open communication with parents, community members, and the District. This is accomplished by having school representatives meet regularly at the District English Learner Advisory Committee (DELAC) to share updates and gather information to take back to sites. (Education Code 52176)

The DELAC:

1. Has input in the development of the English Learners Master Plan
2. Has input into a district-wide needs assessment on a school – by – school basis
3. Is informed of the language census for the district
4. Reviews and comments on the written notification of initial enrollment
5. Reviews and comments on district reclassification procedures; and
6. Reviews and comments on adopted by-laws

Committee members are trained regarding their roles and responsibilities and are kept apprised of issues and policies that relate to the program for English Learners. This committee is comprised of parents as elected by site ELAC members.

District staff meet with DELAC president to determine agendas for the meetings and discuss pertinent committee issues. In addition, district staff meet with the DELAC Board members to determine agendas for the meetings and discuss pertinent committee issues. Meetings are announced at least 72 hours in advance and are open to the public. Notices and handouts are translated to the extent possible.

I. Involvement

✓ Federal Program Monitoring (FPM)

EL 04: English Learner Advisory Committee (ELAC)

4.0 A school site with 21 or more English Learners (ELs) must have a functioning ELAC that meets the following requirements:

(a) Parent members are elected by parents or guardians of ELs (Title 5, California Code of Regulations (5 CCR) section (§) 11308[b].)
(b) Parents of ELs constitute at least the same percentage of the committee membership as their children represent of the student body (California Education Code (EC) § 52176[b].)
(c) The ELAC shall be responsible for assisting in the development of the school-wide needs assessment, and ways to make parents aware of the importance of regular school attendance (5 CCR § 11308[c][2]; EC § 52176[c].)
(d) The ELAC shall advise the principal and staff in the development of a site plan for ELs and submitting the plan to the school site council for consideration of inclusion in the Single Plan for Student Achievement (SPSA) (EC sections (§§) 52176[c], 64001[a].)
(e) The ELAC receives training materials and training, planned in full consultation with committee members, to assist members in carrying out their legal responsibilities (5 CCR § 11308[d].)

4.1 A school may designate an existing school level advisory committee, or subcommittee of such advisory committee, to fulfill the legal responsibilities of ELAC, if the advisory body meets the criteria in paragraph "b", above. (EC § 52176[b]; 5 CCR § 11308[d].)

4.2 Each ELAC has the opportunity to elect at least one member to the District English Learner Advisory Committee (DELAC) or participants in a proportionate regional representation scheme when there are 31 or more ELACs in the district. (5 CCR § 11308[b].)

EL 05: DELAC

5.0 Each local educational agency (LEA) with more than 50 English learners (ELs) must have a functioning DELAC or a subcommittee of an existing district committee in which at least 51 percent of the members are parents of ELs and not employed by the district. (EC) § 52176[a].)

5.1 The DELAC shall advise the school district governing board on all of the following tasks:

(a) Development of a district master plan including policies guiding consistent implementation of EL educational programs and services that takes into

consideration the SPSA (5 CCR) § 11308[c][1].) 2017–18 EL Program Instrument On-Site (Continued) California Department of Education June 2017 Page 2 of 25
(b) Conducting of a district-wide needs assessment on a school-by-school basis (5 CCR § 11308[c][2].)
(c) Establishment of district program, goals, and objectives for programs and services for ELs (5 CCR § 11308[c][3].)
(d) Development of a plan to ensure compliance with any applicable teacher and instructional aide requirements (5 CCR §11308[c][4].)
(e) Review and comment on the LEA's reclassification procedures (5 CCR § 11308[c][6].)
(f) Review and comment on the written notifications required to be sent to parents and guardians (5 CCR § 11308[c][7].)
(g) Review and comment on development of the Local Control and Accountability Plan (LCAP) (EC § 52063.)

5.2 Each LEA must provide appropriate training materials and training, planned in full consultation with committee members, to assist members in carrying out their legal advisory responsibilities (5 CCR § 11308[d].)

5.3 The consolidated application must also include certifications by appropriate district advisory committees that the application was developed with review and advice of those committees (EC_§ 64001[a].)

Chapter VIII | Funding

Chapter Overview:

The San Ysidro School District uses a centralized and site-based system of budget management. Individual school sites are responsible for the planning and management of their allocated funds. Guidance is given to the sites to ensure that these and all funds are seamlessly integrated for providing supplemental services and materials. All sites submit a budget plan as part of the budget development and program improvement processes.
To ensure that these funds are used in a compliant manner, the district has developed a system of checks which involve several levels of approval for all categorical programs including Title III funds. These levels of approval include:

- Level 1 – Site level administrator approves the expenditure with a solution procedure listed from the School Plan and the requisition is forwarded to the district.
- Level 2 – State and Federal Programs provides the second approval for all categorical expenditures. In certain cases, the Assistant Superintendent of Educational Services will provide approval before it reaches State and Federal Programs.
- Level 3 – Business Services designee provides the third approval for all categorical expenditures.
- Level 4 – The Chief Business Officer provides the final approval for all expenditures.

Table 8.1

Specially Funded State and Federal Programs Supporting Student Learning*
Title I, Part A – These funds are used to support effective, research-based educational strategies that close the achievement gap between high-and low-performing students and enable the students to meet the state's challenging academic standards.
Title III - The use of Title III funds is used to ensure that English Learners develop high levels of academic attainment in English and meet the same level of academic standards as all other students.
Title III Immigrant Education – These funds are used to provide supplementary programs and services to eligible immigrant students and their families.

*State and Federal regulations and policies for funding may change based on current and future laws.

III. Funding

✓ **Federal Program Monitoring (FPM)**

EL 11: Supplement, Not Supplant with Title III & EIA-LEP

11.0 General fund resources must be used to provide services and programs for ELs, including English language development (ELD) and access to the core curriculum. The provision of such services and programs must not be contingent on the receipt of state or federal supplementary funds.

11.1 Each LEA must use EIA-LEP carryover funds only to supplement, not supplant federal, state and local public funds. (20 U.S.C. § 6825[g]; EC § 54025[c]; Castañeda v. Pickard [5th Cir. 1981] 648 F.2d 989, 1010, 1012-1013.)

11.2 For LEAs with EIA-LEP carryover, an LEA must utilize no less than 85 percent of those apportionments at school sites for direct services to students. (EC §§ 63000[d], 63001.)

11.3 Each LEA must use Title III funds only to supplement, not supplant federal, state, and local public funds that, in the absence of such availability, would have been expended for programs for ELs and immigrant children and youth and in no case to supplant such federal, state, and local public funds. (20 U.S.C. § 6825[g]; Castañeda v. Pickard [5th Cir. 1981] 648 F.2d 989, 1010, 1012-1013.)

11.4 The use of Title III funds must meet the following requirements: (a) An LEA utilizes no less than 98 percent of Title III EL apportionments on direct services to ELs and may not use more than 2 percent of such funds for the administration of this program for a fiscal year. (20 U.S.C. § 6825[b].) (b) An LEA assesses for reasonable Title III EL and immigrant alignment with the federal supplement, not supplant requirement. (20 U.S.C. § 6825[g]; Castaneda v. Pickard [5th Cir. 1981] 648 F.2d 989, 1010, 1012-1013.)

EL 12: Time Accounting Requirements (Title I and Title III)

12.0 Each LEA must properly assess charges for direct or indirect costs of Title III EL and immigrant funds for salaries and wages in proportion to the allowable and identified quantity and duties of the employee. (20 U.S.C. § 6825[b]; 2 CFR § 211.430[a].)

12.1 Each employee paid in part from Title III and in part from a second funding source, or an employee paid from multiple cost objectives, must complete a Personnel Activity Report (PAR) each pay period, or an approved sampling method must be used. (2 CFR § 200.430.)

12.2 Employees funded solely under Title III must complete a semiannual certification of such employment. (EC § 52853[a][7]; 2 CFR §§ 200.61-62, 200.302, 200.430[a][i].)

Chapter IX | Board Policies

EL Board Policies

Table 9.1

Title	Link	Board Approval Date
BP 6174(a) Education for English Language Learners		04.12.18

II. Governance and Administration

✓ Federal Program Monitoring (FPM)

EL 08: Implementation, Monitoring & Revision of Title III Plan

8.0 Each LEA and consortia must annually update, implement, and monitor a Title III plan for the use of funds in a subgrant year. 8.1 The LEA receiving Title III funds must use these funds:

(a) To increase the English language proficiency of ELs by providing effective language instruction educational programs that meet the needs of ELs and demonstrate success in increasing: i. English language proficiency; and ii. Student academic achievement (20 U.S.C. § 6825[c][1][A-B].);

(b) To provide effective professional development to classroom teachers (including teachers in classroom settings that are not the settings of language instruction educational programs), principals and other school leaders, administrators, and other school or community-based organizational personnel, that is:

i. Designed to improve the instruction and assessment of ELs;

ii. Designed to enhance the ability of such teachers, principals, and other school leaders to understand and implement curricula, assessment practices and measures, and instructional strategies for ELs;

iii. Effective in increasing children's English language proficiency or substantially increasing the subject matter knowledge, teaching knowledge, and teaching skills of such teachers; and

iv. Of sufficient intensity and duration (which shall not include activities such as 1- day or short-term workshops and conferences) to have a positive and lasting impact on the teachers' performance in the classroom, except that this subparagraph shall not apply to an activity that is one component of a long-term, comprehensive professional development plan established

by a teacher and the teacher's supervisor based on an assessment of the needs of the teacher, the supervisor, the students of the teacher, and any LEA employing the teacher, as appropriate. (20 U.S.C. § 6825[c][2][A-D].)

(c) To provide and implement other effective activities and strategies that enhance or supplement language instruction educational programs for ELs, which:

i. Shall include parent, family, and community engagement activities; and
ii. May include strategies that serve to coordinate and align related programs. (20 U.S.C. § 6825[c][3][A-B].)

8.2 Authorized subgrantee activities may use funds by undertaking one or more of the following activities:

(a) Upgrading effective EL instructional strategies (20 U.S.C. § 6825[d][1].)

(b) Improving EL instructional programs through supplemental curricula, instructional materials, educational software, and assessment procedures. (20 U.S.C. § 6825[d][2].)

(c) Providing to ELs:

i. Tutorials and academic or career and technical education

ii. Intensified instruction, which may include materials in a language that the student can understand, interpreters, and translators (20 U.S.C. § 6825[d][3].)

(d) Effective preschool, elementary, or secondary language instruction programs coordinated with other relevant programs and services. (20 U.S.C. § 6825[d][4].)

(e) Improving the English language proficiency and academic achievement of ELs. (20 U.S.C. § 6825[d][5].)

(f) Providing community participation programs, family literacy services, and parent and family outreach, and training activities to ELs and their families to: i. Improve the English language skills of ELs; and ii. Assist parents and families in helping their children to improve their academic achievement and become active participants in the education of their children (20 U.S.C. § 6825[d][6][A][B].)

(g) Improving the instruction of ELs, which may include ELs with a disability, by providing:

i. The acquisition or development of educational technology or instructional materials (20 U.S.C. § 6825[d][7][A].)

ii. Access to, and participation in, electronic networks for materials, training, and communication (20 U.S.C. § 6825[d][7][B].)

iii. Incorporation of resources into curricula and programs (20 U.S.C. § 6825[d][7][C].)

(h) Early college high school or dual concurrent enrollment programs for ELs to achieve success in post-secondary education. (20 U.S.C. § 6825[d][8].)

EL 10: Title III and EIA-LEP Inventory

10.0 For all categorical programs, each LEA must maintain an inventory record for each piece of equipment with an acquisition cost of more than $500 per unit that is purchased with EIA-LEP and Title III funds. The record must describe the acquisition by:

(a) Type
(b) Model
(c) Serial number
(d) Funding source
(e) Acquisition date
(f) Cost
(g) Location
(h) Current condition
(i) Transfer, replacement, or disposition of obsolete or unusable equipment

10.1 Each LEA must have conducted a physical check of the inventory of equipment within the past two years and reconciled the results with inventory records. (EC § 35168; 5 CCR § 3946; 2 CFR § 200.313 [d].)

GLOSSARY OF TERMS

Access to Core: Providing access to the core curriculum means providing ELs with simultaneous access to both ELD and the core curriculum. In this type of approach, the program would use primary language instruction or primary language support and SDAIE strategies when appropriate.

BCLAD-Bilingual Cross-cultural Language and Academic Development Certificate: This certificate issued by the Commission on Teacher Credentialing authorizes teachers to deliver English language development and content area instruction in the primary language to English Learners

CLAD-Cross-cultural Language and Academic Development Certificate: This certificate issued by the Commission on Teacher Credentialing authorizes teacher to deliver English language development and sheltered English instruction to English Learners.

DELAC-District English Learners Advisory Committee: A district-wide committee formed whenever there are 51 or more English Learners enrolled in a district. The function of the DELAC is to advise the governing board on the following issues: conducting a district wide needs assessment on a school-by-school basis, developing a plan to ensure compliance with applicable teacher or aide requirements, administration of the language census, and developing a district master plan for English Learners.

EL-English Learner: A student who is in the process of learning English as determined by the Home Language Survey and the Initial Assessment.

ELAC-English Learners Advisory Committee: A school-level committee that is formed whenever there are 21 or more English Learners at a school site. The function of ELAC is to advise the school principal and staff on matters relating to the education of English Learners.

English Fluency: English language proficiency on state-designated assessment instruments (state-approved ELD assessment).

English Language Development: ELD is a specific curriculum that addresses the teaching of English as a second language according to the level of proficiency of each student. ELD must be part of the daily program for every EL student. ELD is a minimum of 30 minutes for Sheltered Classes and a minimum of 40 minutes for waivered classes.

English Language Mainstream Program: In this program, students are placed directly into an English instructional program usually without primary language support. EL students receive ELD instruction from the classroom teacher until they are reclassified. Core content is taught in English using SDAIE methodology. Teachers who instruct EL students, even in the Mainstream Program, must be appropriately certified.

FEP-Fluent English Proficient: A former English learner who has met the district criteria for reclassification and has been formally reclassified.

HLS-Home Language Survey: A legal document filled out by parents or guardians at the time of enrollment to the district. This document assists in determining the student's primary language.

I-FEP-Initial-Fluent English Proficient: A student who scored Fluent English Proficient on their initial English Language Development assessment.

Language Acquisition: Language is acquired through a natural process and progresses through five predictable stages: Beginning, Early Intermediate, Intermediate, Early Advanced, and Advanced.
LDS-Language Development Specialist: A teacher who holds a certificate of competency in language development, which authorizes him/her to provide instruction of English Learners.
Primary Language/L1: The first language the student learned to speak.
Primary Language Support: The use of the primary language of students by a teacher or paraprofessional to facilitate teacher/learning when English is the primary medium of instruction.
Reclassification: The process by which student is reclassified from EL to FEP.
R-FEP – Reclassified – Fluent English Proficient: A student who was reclassified after meeting the reclassification criteria for English Learners to become a Fluent English Proficient Student.
SDAIE (Specially Designed Academic Instruction in English): SDAIE is a methodology used by teachers who possess the competency to make academic content comprehensible to EL students with intermediate fluency. This approach emphasizes the development of grade-level to advanced academic competencies and should be viewed as one component within a comprehensive program and as a bridge between primary language instruction and placement in the Mainstream Program.
Second Language/L2: The second language the student learned or is learning to speak.
Structured English Immersion Program: The Structured English Immersion Program is identified as an English Language acquisition process for young children in which nearly all classroom instruction is in English, but the curriculum and presentation are specifically designed for children who are learning the language. Students will be taught subjects "overwhelmingly", but not exclusively, in English. Student can be re-enrolled in the Structured English Immersion Program if they do not acquire a "good working knowledge of English" (ELD Level 4) in one year.

Appendix: Supplemental Materials

Registration Form	A1
Initial Parent Notification Letter	A2
Annual Parent Notification Letter	A3
RFEP-Monitoring Form	A4
RFEP-Plan of Action Form	A5

A1: Student Enrollment Form

San Ysidro School District
STUDENT ENROLLMENT FORM
School: ☐La Mirada ☐OVH ☐Smythe ☐Sunset
☐SYMS ☐Vista Del Mar ☐ Willow

SCHOOL OFFICE USE ONLY
ID#_____ Teacher: _____
Original Entry Date: _____ Birth Verification: _____
Re Enter Date: _____ Residency Verification Date: _____
Transfer: Inter _____ Intra _____ HS#_____ OP#_____ School Year _____

Student Data: (Full Legal Name) PLEASE PRINT
Last Name: _____ First Name: _____ Middle Name: _____ Grade: _____
Gender: M☐ F☐ Birthdate: _____ Birthplace: State: _____ Country: _____ Social Security: *(optional)* ___/___/___
Address: _____ City: _____ Zip Code: _____
With whom does student live with? ☐ Father ☐ Mother ☐ Guardian ☐ Other: _____
Father: _____ Home Tel: _____ Cell Phone: _____ Work Phone: _____
Mother: _____ Home Tel: _____ Cell Phone: _____ Work Phone: _____
Guardian: _____ Home Tel: _____ Cell Phone: _____ Work Phone: _____

School History (Retained: Yes No / What Grade:)

Grade	School Name, City, State:	Date/s	Grade:	School Name, City, State:	Date/s
Pre			4th		
TK			5th		
K			6th		
1st			7th		
2nd			8th		
3rd					

Address of last school attended: _____ Telephone: _____ Fax: _____ Language of Instruction: _____
Ethnicity: ☐Not Hispanic or Latino ☐ Yes, Hispanic or Latino **Are you an active military? YES ☐ NO ☐ If yes, which branch:** _____
Race: (Please check (√) one or all that apply) [Federal requirement data]

☐ American Indian (100)	☐ Alaskan Native (100)	☐Chinese (201)	☐ Japanese (202)	☐ Korean (203)	☐ Vietnamese (204)	☐ Asian Indian (205)
☐ Laotian (206)	☐ Cambodian (207)	☐Other Asian (299)	☐ Hawaiian Native (301)	☐ Guamanian (302)	☐ Samoan (303)	☐ Tahitian (304)
☐ Other Pacific Islander (399)	☐ Filipino (400)	☐ African American/Black (600)	☐ White (700)	☐ Hmong (208)	☐ Parent's Initial: _____	

Home Language Survey
1. What language did student first learn to speak? _____
2. What language does the student use most frequently at home? _____
3. What language do you use most frequently with student? _____
4. What language is most often spoken by the adults at home? _____

Specialized Programs: Check (√) any applicable services your child was receiving in his/her previous school. *(Office Staff: If checked (√) please send copy to Special Education Services)*
☐ Dual Language ☐ Counseling Services ☐ Resources Specialist Program (RSP) ☐ Speech/Language Services
☐ Migrant Education ☐ GATE ☐ Special Day Class (SDC) ☐ Section 504 Plan ☐ No Specialized Programs

Migrant Information
Have parents or guardians been employed in the agricultural/fishing/food processing/nursery or lumber related activities in the **past three years?** ☐ Yes ☐ No

Family Information (Other children living in the same household)

Last Name – First Name	Birthdate	Relationship	Last Name – First Name	Birthdate	Relationship
1.			3.		
2.			4.		

F	M	G	Parent/Guardian Education
☐	☐	☐	Not a High School graduate
☐	☐	☐	High School, Vocational or Technical school graduate
☐	☐	☐	Some college (includes A.A. degree)
☐	☐	☐	College Graduate (B.A., B.S., or equivalent degree from a foreign university)
☐	☐	☐	Graduate school/Post Graduate training
☐	☐	☐	Declined to state/Unknown

Copies provided by parent/guardian
☐ Last report card
☐ SST (Student Study Team) documentation
☐ IEP / 504 Plan ☐
☐ Other (Specify)_____
E-mail address_____
Email address of ☐ Father ☐ Mother ☐ Guardian

Print name of Parent/Guardian: _____ Signature: _____ Relationship: _____ Date: _____
White: School Yellow: Assessment Center ☐ Copy sent to Special Ed. (if applicable) Revised: 03/01/18

A2: Initial Parent Notification Letter pg. 1

San Ysidro School District
INITIAL PARENT NOTIFICATION LETTER
Federal Title I and State Requirements

To the parent(s)/guardian(s) of:_____ School: _____ Date: _____

Student ID #_____ Date of Birth: _____ Grade: ___ Primary Language: _____

Dear Parent(s) or Guardian(s): When your child enrolled in our school, a language other than English was noted on your child's Home Language Survey. The law requires us to assess your child and notify you of your child's proficiency level in English. We are required to inform you of the language acquisition program options from which you may choose the one that best suits your child. This letter also explains the criteria for a student to exit the English learner program. (20 United States Code section 6312[e][3][A])

Language Assessment Results

Domain	English Language Proficiency Assessment
Listening	
Speaking	
Reading	
Writing	
Overall	
A scoring guide, developed by the testing contractor, has been used to determine these results. Parents will receive their child's official results within 30 days after the district has received individual student reports from the contractor.	

Based on results of the English language proficiency assessment, your child has been identified as an **English learner.**

Check if applicable: **Individualized Education Program (IEP) on file**
A description of how your child's program placement will contribute to meeting the objectives of the IEP is attached.

Reclassification (Exit) Criteria

The goal of language acquisition programs is for students to become proficient in English as rapidly as possible and to meet state academic achievement measures. This district's reclassification criteria are listed below.

Required Criteria (*EC* Section 313[f])	LEA Criteria
English Language Proficiency Assessment (CELDT)	CELDT overall score of Early Advanced or Advanced AND Intermediate or higher on all skills areas tested (Listening, Speaking, Reading and Writing).
Teacher Evaluation	Satisfactory on the Teacher Evaluation form for Reading and Writing.
Parental Opinion and Consultation	First letter to notify parents/guardians of their right and encourage them to participate in the reclassification process with the opportunity for a face-to-face meeting. Final letter to notify parents of reclassification.
Comparison of Performance in Basic Skills	Two ELA district assessments with proficient scores (Benchmark /Challenge), CAASPP SBAC overall ELA score (2,470 and above), or any other district approved assessment for reclassification.
	Optional: Other district criteria

A2: Initial Parent Notification Letter pg. 2

Language Acquisition Programs

We are required to provide a **Structured English Immersion (SEI)** program option. If you choose this option, your child will be placed in a classroom that uses mostly English for instruction. (See the description below.)

Requesting a Language Acquisition Program

Language acquisition programs are educational programs designed to ensure English acquisition occurs as rapidly and effectively as possible, and provides instruction to English learners based on the state-adopted academic content standards, including English language development (ELD) standards. (*EC* Section 306[c])

Description of Program Options and Goals for English Learners

A description of the language acquisition programs provided in the San Ysidro School District are listed below. Please select the program that best suits your child.

Structured English Immersion (SEI) Program: The goal of this program is acquisition of English language skills so that the ELL student can succeed in an English-only mainstream classroom. All instruction in an immersion strategy program is in English. Teachers have specialized training in meeting the needs of ELL students, possessing either a bilingual education or ESL teaching credential and/or training, and strong receptive skills in the students' primary language.

Dual-Language Immersion (DLI) Program: One-Way Immersion. A language acquisition program that provides language learning and academic instruction for English Learners, with the goals of high academic achievement, first and second language proficiency, and biculturalism. This program begins in Kindergarten (K) and continues to sixth grade.

Dual-Language Immersion (DLI) Program: Two-Way Immersion. A language acquisition program that provides language learning and academic instruction for native speakers of English and native speakers of another language, with the goals of high academic achievement, first and second language proficiency, and biculturalism. This program begins in Kindergarten (K) and continues to sixth grade.

Parents/Guardians may choose a language acquisition program that best suits their child. Schools in which the parents or legal guardians of 30 pupils or more per school or the parents or legal guardians of 20 pupils or more in any grade request a language acquisition program that is designed to provide language instruction shall be required to offer such a program to the extent possible. (*EC* Section 310[a])

Parents may provide input regarding language acquisition programs during the development of the Local Control Accountability Plan. If interested in a different program from those listed above, please contact Melissa Brown, Coordinator: Data, Evaluation and Assessment to ask about the process.

Parents of English learners have a right to decline or opt their children out of the school district's language acquisition program or opt out of particular English learner service(s) within a language acquisition program. (20 U.S.C Section 6312[e][3][A][viii]) However, LEAs remain obligated to provide the student meaningful instruction (5 CCR Section 11302) until the student is reclassified, inform the parent when progress is not made, and offer the parent programs and services to consider at that time.

A3: Annual Parent Notification Letter pg. 1

San Ysidro School District
ANNUAL PARENT NOTIFICATION LETTER
Federal Title I and State Requirements

To the parent(s)/guardian(s) of:_____ School: _____ Date: _____

Student ID #: _____ Date of Birth: _____ Grade:_____ Primary Language: _____

Dear Parent(s) or Guardian(s): Your child continues to be identified as an English learner. Each year, we are required to assess your child and notify you of your child's proficiency level in English. We must also describe available language acquisition program options for which you may choose the one that best suits your child. This letter also contains the criteria for a student to exit the English learner program. (20 United States Code [U.S.C] Section 6312[e][3][A])

Language Assessment Results

Domain	2017-18 English Language Proficiency Assessment
Listening	
Speaking	
Reading	
Writing	
Overall	
A scoring guide, developed by the testing contractor, has been used to determine these results. Parents will receive their child's official results within 30 days after the district has received individual student reports from the contractor.	

Check if applicable: ☐ **Individualized Education Program (IEP) on file**
A description of how your child's program placement will contribute to meeting the objectives of the IEP is attached.

Reclassification (Exit) Criteria

The goal of language acquisition programs is for students to become proficient in English as rapidly as possible and to meet state academic achievement measures. This district's reclassification criteria are listed below.

Required Criteria (*EC* Section 313[f])	LEA Criteria
English Language Proficiency Assessment (CELDT)	2016-17 CELDT overall score of Early Advanced or Advanced AND Intermediate or higher on all skills areas tested (Listening, Speaking, Reading and Writing).
Teacher Evaluation	Satisfactory on the Teacher Evaluation form for Reading and Writing.
Parental Opinion and Consultation	First letter to notify parents/guardians of their right and encourage them to participate in the reclassification process with the opportunity for a face-to-face meeting. Final letter to notify parents of reclassification.
Comparison of Performance in Basic Skills	Two ELA district assessments with proficient scores (Benchmark /Challenge), CAASPP SBAC overall ELA score (2,470 and above), or any other district approved assessment for reclassification.
	Optional: Other district criteria

Academic Achievement Results

Skill Area	CAASPP 2015-16, Achievement Level
English Language Arts	
Mathematics	

A3: Annual Parent Notification Letter pg. 2

Language Acquisition Programs

We are required to provide a **Structured English Immersion (SEI)** program option. If you choose this option your child will be placed in a classroom that uses mostly English for instruction. (See the description below.)

Requesting a Language Acquisition Program

Language acquisition programs are educational programs designed to ensure English acquisition occurs as rapidly and effectively as possible, and provides instruction to English learners based on the state-adopted academic content standards, including English language development (ELD) standards. (*EC* Section 306[c])

Description of Program Options and Goals for English Learners

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Dual-Language Immersion (DLI) Program: Two-Way Immersion. A language acquisition program that provides language learning and academic instruction for native speakers of English and native speakers of another language, with the goals of high academic achievement, first and second language proficiency, and biculturalism. This program begins in Kindergarten (K) and continues to sixth grade.

Parents/Guardians may choose a language acquisition program that best suits their child. Schools in which the parents or legal guardians of 30 pupils or more per school or the parents or legal guardians of 20 pupils or more in any grade request a language acquisition program that is designed to provide language instruction shall be required to offer such a program to the extent possible. (*EC* Section 310[a])

Parents may provide input regarding language acquisition programs during the development of the Local Control Accountability Plan. If interested in a different program from those listed above, please contact Melissa Brown, Coordinator: Data, Evaluation and Assessment to ask about the process.

Parents of English learners have a right to decline or opt their children out of the school district's language acquisition program or opt out of particular English learner service(s) within a language acquisition program. (20 U.S.C Section 6318[c][A][vii]) However, LEAs remain obligated to provide the student meaningful instruction (5 CCR Section 11302) until the student is reclassified, inform the parent when progress is not made, and offer the parent programs and services to consider at that time.

A4: RFEP-Monitoring Report

San Ysidro School District

Reclassified Fluent English Proficient (RFEP) Monitoring Report

STUDENT INFORMATION		
Name:	RFEP Date:	Perm ID:

Academic Achievement Criteria:	Academic Year: _____ ☐ YR 1 ☐ YR 2 ☐ YR 3 ☐ YR 4 School: _____ GR: ____ Teacher: _____				
SBAC Results: ELA	Proficiency Band				
LANGUAGE ARTS GRADE: K-6: Average: 2 & Above 7-8: C or better	NOV		MAR		JUNE
ELA Unit Assessment Results by Quadrant: On Track (OT)= Challenge or Benchmark On Watch (OW) = Strategic or Intensive	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5
SBAC Results: MATH	Proficiency Band				
MATH GRADE: K-6: Average: 2 & Above 7-8: C or better	NOV		MAR		JUNE
Math Unit Assessment Results by Quadrant: On Track (OT)= Challenge or Benchmark On Watch (OW) = Strategic or Intensive	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5
End of Year Evaluation* *On Track sent home for parent signature *On Watch-Parent Conference & Plan of Action Form Required	☐ Student on Track ☐ Student on Watch				
	Teacher Comment:				
MONITORING*: Sign & Date after Language Arts Teacher Conferences with Individual Student. *On Track sent home for parent signature *On Watch-Parent Conference & Plan of Action Form Required	Parent Comment:	Initials: Student: _____ Parent: _____ Teacher: _____	Date: _____		
Documentation Complete for Federal Program Monitoring.	☐ Completed copy with initials filed in student's blue LEP folder.				

A5: RFEP-Plan of Action Form

San Ysidro School District

Reclassified Fluent English Proficient (RFEP) Monitoring Report

Plan of Action Form

*Student Name:	Perm ID #:	Monitoring Year
		◻ YR 1 ◻ YR 2 ◻ YR 3 ◻ YR 4
School:	Grade:	Progress Period
		◻ NOVEMBER ◻ MARCH ◻ JUNE

***This student was reclassified from English Learner to Reclassified Fluent English Proficient (RFEP) on _____.**
A plan of action is required when a student does not demonstrate proficiency in English Language Arts and Mathematics.
Please document the plan of action taken regarding this student.

Plan of Action Provided	Student's Response
◻ Reviewed/Completed Student Data on Monitoring Report (attached) ◻ Met with student and parent regarding academic progress ◻ Added Student to Focus Group for DRS intervention & monitoring ◻ Academic Assistance Recommended _____ ◻ Contacted Parent or Guardian ___ Email ___ Conference ___ Telephone ◻ SST Referral ◻ Special Ed: Refer to IEP ◻ Other	1. What are the things that you can do to improve your academic performance? ◻ Complete assignments & homework ◻ Study for quizzes & tests ◻ Get tutoring assistance ◻ Put more effort into my school work ◻ Pay attention in class (take notes, etc.) ◻ Keep an assignment & homework log ◻ Other: _____ 2. What additional help from the school will you need to improve your academic skills? _____ _____ _____ _____ _____
	STATUS & FOLLOW-UP
	◻ **No further plan of action is needed.** As of _____, this student is demonstrating the basic skills necessary to participate effectively in the district's curriculum and is meeting the district's expectations for proficiency and achievement. ◻ **Continued plan of action is needed.** As of _____, this student is not demonstrating enough progress and is performing below the district's expectations for proficiency and achievement.

ELA Teacher Initial & Date: _____ Student Initial & Date: _____

Principal Initial & Date: _____ Parent Initial & Date: _____

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 12, 2018

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

FROM:
Educational Services
Manuela Colom, Executive Director

INITIAL: MC
☐ Informational
☒ Action

AGENDA ITEM: 4TH ANNUAL FAMILIES FIRST RESOURCE FAIR

BACKGROUND INFORMATION:
The San Ysidro School District will be hosting the 4th Annual Families First Resource Fair on August 11, 2018, from 11:00 a.m. to 3:00 p.m.

The objective of the resource fair is to provide families with resources, such as job assistance programs, health programs, housing, food, county benefits, and other valuable information. We will also be giving away backpacks filled with school supplies to all children registered within the District.

Representatives from community agencies will be asked to spend time interacting with our families by answering questions and distributing literature. Cost implications for this event include the rent of tables and chairs, food and beverages from the Nutrition Department and maintenance and custodial assistance from the MOTF Department.

RECOMMENDATION:
Approve the 4th Annual Families First Resource Fair to be held on August 11, 2018 at the District Office at a cost not to exceed $3,000.00 from the McKinney-Vento grant.

LCAP GOAL AND ACTION/SERVICE:
Goal 2: Action 2.10: Continue to provide a Foster Youth/Homeless Manager to support students and parents and to monitor student progress
Goal 3: Action 3.7: Provide professional development opportunities for parents to learn about the educational system and how they can support their children.

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

Financial Implications?	Are funds for this item available in the 2018-2019 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	
$3,000.00 (Amount)	McKinney-Vento Grant (Name of funding source and/or location)	-- (Funding account number)

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

Superintendent's Office Certification:

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

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 12, 2018

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

FROM:
Educational Services
Manuela Colom, Executive Director

INITIAL: GAP

☐ Informational
☒ Action

AGENDA ITEM: LICENSES FOR THE RENAISSANCE LEARNING PROGRAM AS A SUPPLEMENTAL CURRICULUM FOR INDEPENDENT LITERACY/NUMERACY

BACKGROUND INFORMATION:
The Renaissance Place hosted platform frees up technology resources, delivers automatic updates to powerful new product features, and gives districts and schools instant access to real-time data to improve student outcomes. This new generation of web-based technology supports Accelerated Reader 360, Accelerated Math and STAR 360 providing a broader, deeper and better information for teachers, students, parents, and administrators.

Some of the benefits of the Renaissance Learning Program are:
• *STAR 360* tracks how students are responding to intervention and instruction using a research-based growth model to help set attainable goals.
• *Accelerated Math* provides deep math practice at the unique levels students need for them to grow—from foundational skills to grade-level standards.
• *Accelerated Reader 360* engages students in independent and close reading practice; students work toward personalized reading goals and growth.

RECOMMENDATION:
Approve the purchase of the Renaissance Learning Program for all sites at an estimated cost of $127,864.00 from the Supplemental and Concentration 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** **Business Services Reviewed:** KO

Financial Implications?	Are funds for this item available in the 2018-2019 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	
$127,864.00 (Amount)	Supplemental & Concentration Fund (Name of funding source and/or location)	-- (Funding account number)

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

Superintendent's Office Certification:

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

RENAISSANCE®

SAN YSIDRO ELEMENTARY SCHOOL DISTRICT

Gold Solution Package- Upgrade to Flow360 ➢ **District Pricing for 7 schools/4,700 students** ➢ **Renaissance Flow 360** o Accelerated Reader 360 o Accelerated Math o Star Reading (English and Spanish) o Star Math (English and Spanish) o Star Early Literacy (English and Spanish) o Star Custom ➢ **Professional Development:** o Project Management Services o Strategic Planning, Monitoring and Reporting Plus o Annual Implementation and Data Coaching (Assessment and Reading) o 1 Customer Onsite Seminar Day o Renaissance-U (Reading, Math, Assessment) ➢ **Data Integration** ➢ **Hosting fees per site**	**1 Year Agreement** **(6/1/18 – 8/31/19)**	**2 Year Prepaid Agreement** **(6/1/18 – 8/31/20)**	**3 Year Prepaid Agreement** **(6/1/18 – 8/31/21)**
	SYESD Total: **$161,639**	**SYESD Total:** **$323,278** ***Includes Additional 2- Custom Onsite Days and English Facts in a Flash for FREE***	**SYESD Total:** **$484,917** ***Includes Additional 4- Custom Onsite Days and English Facts in a Flash and Math Facts in a Flash for FREE***

Silver Solution Package- Upgrade to Flow360	**1 Year Agreement** **(9/1/18 – 8/31/19)**
➢ **District Pricing for 7 schools/4,700 students** ➢ **Renaissance Flow 360** o Accelerated Reader 360 o Accelerated Math o Star Reading (English and Spanish) o Star Math (English and Spanish) o Star Early Literacy (English and Spanish) o Star Custom ➢ Professional Development: o Strategic Planning, Monitoring and Reporting o Annual Implementation and Data Coaching o 1 Customer Onsite Seminar Day o Renaissance-U (Reading, Math, Assessment) ➢ Data Integration ➢ Hosting fees per site	**Value: $127,864** **(Discount: $9,361)** **SYESD Total: $118,503** Quote- 1862559

Bronze Solution Package-Current Renewal

- District Pricing for 7 schools/4,400 students
  - Accelerated Reader 360
  - Accelerated Math
  - Star 360s
    - Star Reading (English and Spanish)
    - Star Math (English and Spanish)
    - Star Early Literacy (English and Spanish)
    - Star Custom
- Data Integration
- Hosting fees per site

1 Year Agreement
(9/1/18 – 8/31/19)

Value: $147,775
(Discount: $11,242)
SYESD Total: $136,532

Quote-1862495

Professional Development

- District Professional Development:
  - 3 District Onsite professional development days (Accelerated Reader360)
- School Site Professional Development:
  - 1 Onsite day each available to:
    - Vista Del Mar Elementary
    - Sunset Elementary
    - Smythe Elementary
    - La Mirada Elementary
    - Willow Elementary
    - Ocean View Hills Elementary
    - San Ysidro Middle School

All PD must be used by the end of 2018

Flexible Payment Options Available

For more information contact:
Lisa Kovach| Field Account Executive
619-961-5645 | lisa.kovach@renaissance.com

Pricing expires 6/30/18

RENAISSANCE®

Professional Development

San Ysidro Elementary School District

Custom Onsite Seminars
Our in-person professional development is tailored to your unique experience level and implementation goals. Our expert Renaissance Consultants model best classroom practices for teachers with hands-on experience to deepen implementation.

Custom Onsite Seminars provide:

- Interactive training for up to **30** participants to prepare teachers to effectively implement Renaissance solutions
- A full-day (6 hours) event for one group of participants or split into half-day (3 hour) sessions for two different groups.
- Seminar content that is tailored to the experience of the group and expected outcomes for use of the product

Please contact Alycia Husnick to schedule.
All PD must be scheduled by the end of 2018

Alycia Husnick I Implementation Coordinator
P: 866-559-6575 I alycia.husnick@renaissance.com
Customer Assistance: 800-338-4204 I Mon-Fri 6:30am-7:00pm CST

Lisa Kovach I Field Account Executive
P: 619-961-5645 I lisa.kovach@renaissance.com

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 12, 2018

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

FROM:
Educational Services
Manuela Colom, Executive Director

INITIAL:
☐ Informational
☒ Action

AGENDA ITEM: COLLEGE FOR KIDS PROGRAM AT SOUTHWESTERN COLLEGE - UPDATED

BACKGROUND INFORMATION:
College for Kids (CFK) presents stimulating, challenging enrichment experiences for students. This program is sponsored by the Southwestern Community College and neighboring school districts.

Eligible students are those who are entering grades 5th – 8th in the fall of 2018 and meet one of the following criteria: • Have been identified as Gifted or talented, • have a B or a 3 average or higher in academic course work and acceptable citizenship grades and • have submitted a recommendation form completed by the student's teacher.

This program was originally approved by the Governing Board on June 14, 2018. Due to the great response from parents and students and the high number of Gate/Gifted students; we increased the number of participants.

The cost implications for this program include: students' registration fees, transportation and chaperone.

RECOMMENDATION:
Approve the updated number of students participating in the College for Kids Program at Southwestern College from July 2-12, 2018 at a cost not to exceed $13,500.00 from the Supplemental and Concentration fund.

LCAP GOAL AND ACTION/SERVICE:
Goal #2: Safety, Climate, and student engagement. – Action 2.6: Provide enrichment opportunities and programs for students to improve the academic environment (i.e. College Readiness, Compact for Success, Junior Achievement, etc) and to include extended year educational experiences and activities.

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

Financial Implications?	Are funds for this item available in the 2018-2019 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	
$13,500.00 (Amount)	Supplemental and Concetration Fund (Name of funding source and/or location)	-- (Funding account number)

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

Superintendent's Office Certification:

Gina A. Potter, Ed.D.
Superintendent

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

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BOARD MEETING DATE: July 12, 2018

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

FROM:
Educational Services
Manuela Colom, Executive Director

INITIAL:
☐ Informational
☒ Action

AGENDA ITEM: APPROVAL OF SAN YSIDRO SCHOOL DISTRICT INSTRUCTIONAL MATERIALS LIST FOR THE 2018-19 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 18-19 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 2018-19 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** **Business Services Reviewed:**

Financial Implications?	Are funds for this item available in the 2018-2019 Budget?	Requisition #
☐ Yes ☒ No	☐ Yes ☐ No	
N/A (Amount)	N/A (Name of funding source and/or location)	-- (Funding account number)

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

Superintendent's Office Certification:

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

San Ysidro School District Instructional Materials 2018 - 2019

Grade	Program	Instructional Materials/Textbooks and Copyright Dates	
TK (Transi-tional Kinder)	English Mainstream and SEI	English Language Arts	Benchmark Advance - 2018
		Mathematics	Scholastic Big Day--2010
		Science	Scholastic Big Day--2010
		History/Social Science	Scholastic Big Day--2010
		ELD	Benchmark Advance - 2018
Kinder	English Mainstream, SEI, and SDC	English Language Arts	Benchmark Advance – 2018, Benchmark Step to Advance – 2018 (SDC)
		Mathematics	McGraw-Hill My Math -- 2016
		Science	McMillan/McGraw-Hill California Science - Big Book--2008
		History/Social Science	McMillan/McGraw-Hill California Vistas - We Learn Together -2007
		ELD	Benchmark Advance - 2018
	Dual Language	Language Arts	Benchmark Advance - 2018, Benchmark Adelante (Spanish) - 2018
		Mathematics	McGraw-Hill My Math -- 2016
		Science	McMillan/McGraw-Hill California Science—Spanish version - Big Books - 2008
		History/Social Science	McMillan/McGraw-Hill California Vistas—We Learn Together - Spanish -2007
		ELD	Benchmark Advance - 2018
First Grade	English Mainstream, SEI, and SDC	English Language Arts	Benchmark Advance – 2018, Benchmark Step to Advance – 2018 (SDC)
		Mathematics	McGraw-Hill My Math -- 2016
		Science	McMillan/McGraw-Hill California Science--2008
		History/Social Science	McMillan/McGraw-Hill California Vistas—Family & Friends—2007
		ELD	Benchmark Advance - 2018
	Dual Language	Language Arts	Benchmark Advance - 2018, Benchmark Adelante (Spanish) - 2018
		Mathematics	McGraw-Hill My Math -- 2016
		Science	McMillan/McGraw-Hill California Science --Spanish version --2008
		History/Social Science	McMillan/McGraw-Hill California Vistas—Family & Friends-- Spanish version —2007
		ELD	Benchmark Advance - 2018
Second Grade	English Mainstream, SEI, and SDC	English Language Arts	Benchmark Advance – 2018, Benchmark Step to Advance – 2018 (SDC)
		Mathematics	McGraw-Hill My Math -- 2016
		Science	McMillan/McGraw-Hill California Science--2008
		History/Social Science	McMillan/McGraw-Hill California Vistas—People & Places—2007
		ELD	Benchmark Advance - 2018
	Dual Language	Language Arts	Benchmark Advance - 2018, Benchmark Adelante (Spanish) – 2018
		Mathematics	McGraw-Hill My Math -- 2016
		Science	McMillan/McGraw-Hill California Science—Spanish version—2008
		History/Social Science	McMillan/McGraw-Hill California Vistas-People and Places–Sp.--2007.
		ELD	Benchmark Advance - 2018

Third 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 California Science--2008 McMillan/McGraw-Hill California Vistas California Communities—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 California Science—Spanish version—2008 McMillan/McGraw-Hill California 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 California Science--2008 McMillan/McGraw-Hill California Vistas—Our Golden State—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 California Science English —2008 McMillan/McGraw-Hill California Vistas—Our Golden State–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—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 California Science--2008 McMillan/McGraw-Hill California Vistas—Making a New Nation—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 California Science English —2008 McMillan/McGraw-Hill California Vistas—Una Nueva Nacion–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

Sixth Grade	English Mainstream and SEI	English Language Arts Mathematics Science History/Social Science ELD	Benchmark Advance – 2018, Benchmark Step to Advance – 2018 (SDC) College Board Springboard - 2017 Prentice Hall—California Focus on Earth Science--2008 McMillan/McGraw-Hill California Vistas—Ancient Civilizations –2007 Benchmark Advance - 2018
	Dual Language	Language Arts Mathematics Science History/Social Science ELD	Benchmark Advance - 2018, Benchmark Adelante (Spanish) – 2018 College Board Springboard - 2017 Prentice Hall—California Focus on Earth Science--2008 McMillan/McGraw-Hill California Vistas—Spanish version--Ancient Civilizations –2007 Benchmark Advance - 2018
	Newcomers	English Language Arts Mathematics Science History/Social Science	Benchmark Step 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 Prentice Hall—California Focus on Life Science--2008 Holt, Rinehart & Winston—California Social 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 Prentice Hall—California Focus on Life Science 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 Prentice Hall—California Focus on Life Science 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 Prentice Hall—California Focus on Physical Science--2008 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 Prentice Hall—California Focus on Physical Science--2008 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 Prentice Hall—California Focus on Physical Science--2008 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 2018
Note: ELA Adoption Meeting – March 12, 2018 – Total Votes: 38 (26 Benchmark, 12 Wonders/Maravillas)

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: July 12, 2018

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

FROM:
Educational Services
Manuela Colom, Executive Director

INITIAL: CM
☐ Informational
☒ Action

AGENDA ITEM: PROFESSIONAL DEVELOPMENTS - JULY

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 June 14, 2018 Board meeting:

- 2018 Accountability Leadership Institute
- Language Learner Leadership Institute
- Equity Symposium

Cost implications might include: Registration fees, lodging, parking, meals, mileage and teacher compensation.

RECOMMENDATION:
Approve/Ratify the attendance and participation of District staff (see attached list) to the different professional developments, as scheduled.

LCAP GOAL AND ACTION/SERVICE:
Goal 1: Student Achievement – Action 1.14: Provide professional development opportunities to improve teaching and learning in the areas of English Language Arts (ELA), English Language Development (ELD), Mathematics, Science, and Social Studies. Professional development includes training specifically designed to address the achievement gap for students with disabilities.

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

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

APPROXIMATE COST		
$4,600.00	General and Title III Funds	--
(Amount)	(Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

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

PROFESSIONAL DEVELOPMENT **Item 12A.5**

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

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Manuela Colom, Cynthia Gonzalez	2018 Accountability Leadership Institute	San Francisco	December 3-4, 2018	TBD	Title III Fund
Manuela Colom, Cynthia Gonzalez, Adriana Aguilar, Juan Molina, Nicole Preston, Gloria Mena, Patty Burch, Sylvia Mayer, Jamie Barrett	Language Learner Leadership Institute	SDCOE	August 29, 2018	$900.00	Title III Fund
Gina Potter, Manuela Colom, Luis Ramos, Nadia Aviles, Efrain Burciaga, Manuel Bojorquez, Maria Rodriguez, Smythe Principal, OVHS Principal	Equity Symposium 2018	San Diego	September 27-28, 2018	$3,141.00	General Fund

Business

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board **BOARD MEETING DATE:** July 12, 2018

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

FROM:
Business Services
Peter Wong, Interim Chief Business Official
Kamran Azimzadeh, Interim Chief Business Official

INITIAL:

☐ Informational
☒ Action

AGENDA ITEM: PURCHASING REPORT

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

Report #12 (May 31, 2018 – June 30, 2018): ▪ General Fund: 0000003498-0000003509, 0000003511-0000003514, 0000003516-0000003529, 0000003531-0000003535, 0000003537-0000003540, 0000003542-0000003546, 0000003551-0000003555, 0000003557, 0000003560-0000003564, 0000003566, 0000003568-0000003575 ▪ Child Development Fund: 0000003547-0000003550, 0000003556, 0000003558-0000003559, 0000003565, 0000003567 ▪ Child Nutrition Fund: 0000003541 ▪ Capital Facilities Fund: 0000003510, 0000003530

RECOMMENDATION:
Approve/Ratify the purchase orders incurred by the District during the period May 31, 2018 through June 30, 2018.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

Financial Implications?	Are funds for this item available in the 2017-2018 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

Varies	As listed above	--
(Amount)	(Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

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

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
5/31/2018	0000003498	0000000461	VISTA UNIFIED SCHOL DISTRICT	REGISTRATION FEE	0100	0000000	5200003	064	320.67
5/31/2018	0000003499	003935	AMS - ACOUSTICAL MATERIAL	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	1,065.42
5/31/2018	0000003500	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	4300020	069	3,839.73
5/31/2018	0000003501	004601	SIR SPEEDY PRINTING 0 2890	OFFICE SUPPLIES	0100	0000000	4300011	064	50.00
5/31/2018	0000003502	0000000462	MARIA G ARCIGA	INSTRUCTIONAL SUPPLIES	0100	0000000	4300444	016	276.03
5/31/2018	0000003503	002355	I B TROPHIES & AWARDS	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	022	1,500.00
6/1/2018	0000003504	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	022	269.28
6/1/2018	0000003505	003309	PRINT TO MAIL DOCUMENT SYSTEM	OFFICE SUPPLIES	0100	0000000	4400000	022	3,819.74
6/1/2018	0000003506	000273	SCHOLASTIC , INC	INSTRUCTIONAL SUPPLIES	0100	3010000	4200000	016	6,199.94
6/1/2018	0000003507	003377	SOUTHWEST SCHOOL & OFFICE		0100	0000000	4300011	024	22.91
6/1/2018	0000003508	0000000110	3 SCREENS.COM	PROFESSIONAL SERVICES	0100	3010000	5800010	024	700.00
6/4/2018	0000003509	000584	SWEETWATER UNION HIGH	PROFESSIONAL SERVICES	0100	0000000	5800010	061	500.00
6/4/2018	0000003511	004678	AMAZON.COM, INC.	OFFICE SUPPLIES	0100	0000000	4300011	064	846.82
6/5/2018	0000003512	0000000463	CALIFORNIA WESTERN VISUALS	OFFICE SUPPLIES	0100	0000000	4300002	067	2,871.54
6/5/2018	0000003513	003852	PEARSON EDUCATION	INSTRUCTIONAL SUPPLIES	0100	3010000	4300001	016	155.60
6/5/2018	0000003514	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	6500000	4300001	054	572.07
6/5/2018	0000003516	0000000413	TENCERSHERMAN LLP	CONTRACTED SERVICES	0100	0000000	5800010	071	875.94
6/5/2018	0000003517	002874	ACSA	DUES & MEMBERSHIPS	0100	0000000	5200003	064	1,285.00
6/5/2018	0000003518	003192	WAL- MART COMMUNITY/GECRB	INSTRUCTIONAL SUPPLIES	0100	6500000	4300001	054	361.59
6/5/2018	0000003519	003313	BEST BUY	OFFICE EQUIPMENT	0100	0000000	4300011	064	641.09
6/5/2018	0000003520	003589	HENRY APONTE	INSTRUCTIONAL SUPPLIES	0100	0000000	4300012	022	3,805.74
6/5/2018	0000003521	001480	SCHOOL NURSE SUPPLY, INC.	MEDICAL SUPPLIES	0100	0000000	4300010	012	70.29
6/5/2018	0000003522	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	3010000	4300001	022	1,406.24
6/5/2018	0000003523	000273	SCHOLASTIC , INC	INSTRUCTIONAL SUPPLIES	0100	3010000	4200000	012	459.04
6/5/2018	0000003524	001183	SCHOLASTIC READING CLUB	INSTRUCTIONAL SUPPLIES	0100	3010000	4300001	012	463.35
6/5/2018	0000003525	000273	SCHOLASTIC , INC	INSTRUCTIONAL SUPPLIES	0100	3010000	4300001	012	237.69
6/5/2018	0000003526	001183	SCHOLASTIC READING CLUB	INSTRUCTIONAL SUPPLIES	0100	3010000	4300001	012	225.23
6/5/2018	0000003527	000273	SCHOLASTIC , INC	INSTRUCTIONAL SUPPLIES	0100	3010000	4300001	012	327.76
6/5/2018	0000003528	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	3010000	4300001	012	416.62
6/5/2018	0000003529	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	3010000	4300001	012	432.33
6/6/2018	0000003531	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	3010000	4300001	012	390.62
6/6/2018	0000003532	002913	GYM CLOSET	INSTRUCTIONAL SUPPLIES	0100	0000000	4300013	025	588.80
6/6/2018	0000003533	000437	CURRICULUM ASSOC. INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	016	7,599.00
6/6/2018	0000003534	000809	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	025	161.03
6/6/2018	0000003535	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	4300012	025	582.80
6/7/2018	0000003537	002682	BENCHMARK EDUCATION COMPANY	INSTRUCTIONAL SUPPLIES	0100	0000000	4100000	061	878,391.00
6/7/2018	0000003538	0000000464	AMPLIFY EDUCATION INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	4100000	061	173,428.61
6/7/2018	0000003539	0000000026	SDSU RESEARCH FOUNDATION/PLTW	REGISTRATION FEE	0100	4035000	5200003	061	1,550.00
6/7/2018	0000003540	003573	R&L PERFORMANCE AUTO SERVICE	CONTRACTED SERVICES	0100	8150000	5600005	070	1,377.26
6/8/2018	0000003542	002682	BENCHMARK EDUCATION COMPANY	INSTRUCTIONAL SUPPLIES	0100	0000000	4100000	061	36,570.90
6/11/2018	0000003543	002874	ACSA	DUES & MEMBERSHIP	0100	0000000	5300000	064	1,603.00
6/11/2018	0000003544	0000000465	SUNDANCE STAGE LINES	CONTRACTED SERVICES	0100	0982000	5600005	074	1,300.00
6/12/2018	0000003545	0000000245	OFFICESUPPLY.COM	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	012	2,758.40
6/14/2018	0000003546	0000000466	CALIFORNIAS DEDICATED TO EDUCATION	REGISTRATION FEE	0100	0000000	5200003	061	1,200.00
6/18/2018	0000003551	002772	SCHOLASTIC BOOK FAIR	INSTRUCTIONAL SUPPLIES	0100	0300025	4300001	025	590.41

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PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
6/18/2018	0000003552	004711	AMERI-MEX PLUMBING INC	CONTRACTED SERVICES	0100	8150000	5600005	070	1,000.00
6/18/2018	0000003553	003311	SAN DIEGO COUNTY SUPERINTENDEN	REGISTRATION FEE	0100	0000000	5200003	012	400.00
6/18/2018	0000003554	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	6500000	4300011	054	791.93
6/19/2018	0000003555	002004	CONSTRUCTION TESTING &	CONTRACTED SERVICES	0100	8150000	5600005	070	1,790.00
6/19/2018	0000003557	003192	WAL- MART COMMUNITY/GECRB	INSTRUCTIONAL SUPPLIES	0100	0300020	4300001	020	440.84
6/21/2018	0000003560	000258	PARADIGM HEALTHCARE SERVICES	CONTRACTED SERVICES	0100	0490000	5800010	052	9,810.00
6/21/2018	0000003561	004627	SAFETY-KLEEN SYSTEMS, INC.	CONTRACTED SERVICES	0100	0982000	5600005	074	323.44
6/21/2018	0000003562	0000000056	SAN DIEGO FLOOD BUSTERS INC.	CONTRACTED SERVICES	0100	8150000	5600005	070	9,085.00
6/21/2018	0000003563	0000000335	QUALITY CONTROL CONSULTANTS, INC.	CONTRACTED SERVICES	0100	8150000	5600005	070	2,236.00
6/21/2018	0000003564	004218	ALICIA MARISCAL	CONTRACTED SERVICES	0100	8150000	5600005	070	650.00
6/25/2018	0000003566	002682	BENCHMARK EDUCATION COMPANY	REGISTRATION FEES	0100	0000000	5200003	061	1,200.00
6/26/2018	0000003568	004525	ALLTECH IMAGING TECHNOLOGIES	CONTRACTED SERVICES	0100	0000000	5800010	012	218.00
6/26/2018	0000003569	0000000479	SOUTH BAY UNION SCHOOL DISTRICT	CONTRACTED SERVICES	0100	0982000	5600005	074	1,911.00
6/27/2018	0000003570	004732	LEAL & TREJO APC	LEGAL FEES	0100	0000000	5800002	063	43,488.74
6/27/2018	0000003571	004732	LEAL & TREJO APC	LEGAL FEES	0100	0000000	5800002	063	24,298.87
6/27/2018	0000003572	000273	SCHOLASTIC , INC	INSTRUCTIONAL SUPPLIES	0100	3010000	4300001	012	463.35
6/27/2018	0000003573	0000000480	HATHAWAY PERRETT WEBSTER	CONTRACTED SERVICES	0100	0000000	5800002	064	744.90
6/27/2018	0000003574	0000000413	TENCERSHERMAN LLP	CONTRACTED SERVICES	0100	0000000	5800010	071	981.50
6/27/2018	0000003575	001183	SCHOLASTIC READING CLUB	INSTRUCTIONAL SUPPLIES	0100	3010000	4200000	012	459.04
							Total for 0100		1,242,402.10
6/14/2018	0000003547	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	1200	5210000	4300001	076	581.58
6/14/2018	0000003548	000535	SCHOOL SPECIALTY	INSRUCTIONAL SUPPLIES	1200	5210000	4300001	076	120.95
6/14/2018	0000003549	000809	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	1200	5210000	4300001	076	129.89
6/14/2018	0000003550	000811	PLAY WITH A PURPOSE	INSTRUCTIONAL SUPPLIES	1200	6105000	4300001	076	1,245.35
6/19/2018	0000003556	004866	COTHRINE TRAINING SERVICES	CONTRACTED SERVICES	1200	9010000	5800010	076	7,579.00
6/19/2018	0000003558	004632	CALIFORNIA CHILD DEVELOPMENT	DUES & MEMBERSHIP	1200	9024000	5300000	076	300.00
6/19/2018	0000003559	0000000468	NATIONAL ASSOCIATION FOR THE	DUES & MEMBERSHIP	1200	9024000	5300000	076	150.00
6/21/2018	0000003565	003313	BEST BUY	INSTRUCTIONAL SUPPLIES	1200	9024000	4300001	076	305.14
6/25/2018	0000003567	003192	WAL- MART COMMUNITY/GECRB	INSTRUCTIONAL SUPPLIES	1200	5210000	4300001	076	1,817.67
							Total for 1200		**12,229.58**
6/8/2018	0000003541	001278	JOHNSON CONTROLS	MAINTENANCE SUPPLIES	1300	5310000	5600005	085	1,707.51
							Total for 1300		**1,707.51**
6/4/2018	0000003510	0000000223	NINYO & MOORE	PROFESSIONAL SERVICES	2518	9010000	5800010	024	48,938.00
6/4/2018	0000003530	0000000442	MAYER REPROGRAPHICS	CONTRACTED SERVICES	2518	9010000	6200003	024	1,000.00
							Total for 2518		**49,938.00**
							Grand Total		**1,306,277.19**

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 12, 2018

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

FROM:
Business Services
Peter Wong, Interim Chief Business Official
Kamran Azimzadeh, Interim Chief Business Official

INITIAL:

☐ 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, contract may be required with appropriate approvals and proof of receipt of the goods or services. Invoices to be paid are entered in the Business Services Department. 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 May 24, 2018 through June 28, 2018. Payments were made with checks #14-409391 through #14-426161 for a total expenditure of $2,744,906.86 from the following sources:

General Fund - $2,430,112.05
Cafeteria Fund - $24,730.02
Child Development - $22,910.94
Capital Facilities - $265,296.35
Capital Project- $1,857.50

RECOMMENDATION:
Approve/Ratify the expenditures incurred by the District during the period of May 24, 2018 through June 28, 2018 for a total expenditure of $2,744,906.86.

LCAP GOAL AND ACTION/SERVICE (please indicate):
Goal No.: Base Services and Safety
2.1 Maintain basic operating services of the district including MOT personnel, transportation, contracted services, and utilities.

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

Financial Implications?	Are funds for this item available in the 2017-2018 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$2,744,906.86	Various (see above)	--
(Amount)	(Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

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

Warrant ID	Payee	Payment Date	Amount	PO Ref	Fund
14409391	HORIZON DISTRIBUTORS	5/24/2018	120.14	CONTRACTED SERVICES	0100
14409392	PRUDENTIAL OVERALL	5/24/2018	139.45	CONTRACTED SERVICES	0100
14409393	QUILL CORP.	5/24/2018	126.38	OFFICE SUPPLIES	0100
14409394	WAXIE SANITARY SUPPLY	5/24/2018	7974.38	CUSTODIAL SUPPLIES	0100
14409395	CYNTHIA ARREDONDO	5/24/2018	155.34	REIMBURSEMENT	0100
14409396	PARADIGM HEALTHCARE SERVICES	5/24/2018	500.00	PROFESSIONAL SERVICES	0100
14409397	SCHOLASTIC , INC	5/24/2018	1455.91	INSTRUCTIONAL SUPPLIES	0100
14409398	COURTNEY TIRE SERVICE	5/24/2018	263.49	MAINTENANCE SUPPLIES	0100
14409399	SAN DIEGO UNION-TRIBUNE	5/24/2018	197.40	CONTRACTED SERVICES	0100
14409400	MARTIN GALANTE	5/24/2018	121.85	REIMBURSEMENT	0100
14409401	REFRIGERATION SUPPLIES	5/24/2018	928.05	MAINTENANCE SUPPLIES	0100
14409402	CDW GOVERNMENT LLC	5/24/2018	2201.19	OFFICE SUPPLIES	0100
14409403	PENSKE TRUCK LEASING	5/24/2018	1405.95	LEASE AGREEMENT	0100
14409405	BUS WEST	5/24/2018	6476.99	CONTRACTED SERVICES	0100
14409406	SCHOOL NURSE SUPPLY, INC.	5/24/2018	702.86	MEDIAL SUPPLIES	0100
14409407	VERITIV OPERATING COMPANY	5/24/2018	425.55	PUBLICATIONS SUPPLIES	0100
14409408	MANUEL BOJORQUEZ	5/24/2018	54.00	REIMBURSEMENT	0100
14409409	WILLIAM V. MAC GILL & CO.	5/24/2018	223.82	MEDICAL SUPPLIES	0100
14409410	I B TROPHIES & AWARDS	5/24/2018	321.97	OFFICE SUPPLIES	0100
14409411	CLARK SECURITY PRODUCTS	5/24/2018	75.03	MAINTENANCE SUPPLIES	0100
14409412	BIO CORPORATION	5/24/2018	403.43	INSTRUCTIONAL SUPPLIES	0100
14409413	WAL- MART COMMUNITY/GECRB	5/24/2018	76.27	INSTRUCTIONAL SUPPLIES	0100
14409414	SOUTHWEST SCHOOL & OFFICE	5/24/2018	3085.85	INSTRUCTIONAL SUPPLIES	0100
14409415	FOLLETT SCHOOL SOLUTIONS,INC	5/24/2018	10983.94	RENEWAL FEES	0100
14409416	SMARTDRAW SOFTWARE, LLC	5/24/2018	69.95	OFFICE SUPPLIES	0100
14409417	ANN ORDAZ	5/24/2018	104.67	REIMBURSEMENT	0100
14409418	ERIKA MEZA	5/24/2018	59.25	REIMBURSEMENT	0100
14410092	CESAR MERCADO	5/25/2018	64.56	REIMBURSEMENT	0100
14410093	SCRIPPS PERFORMING ARTS, INC.	5/25/2018	33067.20	CONTRACTED SERVICES	0100
14410094	MAXIM HEALTHCARE SERVICES, INC	5/25/2018	3272.36	CONTRACTED SERVICES	0100
14410096	KIMBERLY BENNETT	5/25/2018	193.76	CONFERENCE	0100
14410097	JONATHAN MENDOZA	5/25/2018	700.00	CONTRACTED SERVICES	0100
14410098	CITY TREASURER	5/25/2018	9620.51	UTILITIES	0100

14410099	CHEVRON U.S.A. INC.	5/25/2018	3899.25	CONTRACTED SERVICES	0100
14410100	PARADIGM HEALTHCARE SERVICES	5/25/2018	1700.00	PROFESSIONAL SERVICES	0100
14410101	ASSOCIATED VALUATION SERVICES	5/25/2018	8528.00	PROFESSIONAL SERVICES	0100
14410102	YMCA OF SAN DIEGO COUNTY	5/25/2018	80992.36	PROFESSIONAL SERVICES	0100
14410103	SAN DIEGO COUNTY SUPERINTENDEN	5/25/2018	550.00	REGISTRATION FEE	0100
14410104	ANTONIO RAMIREZ	5/25/2018	843.12	MILEAGE	0100
14410530	LORRAINE ROWENA JOHNSON	5/29/2018	2925.00	CONTRACTED SERVICES	0100
14410531	MY PT SAN DIEGO	5/29/2018	6080.00	CONTRACTED SERVICES	0100
14410532	J&E PRO AUDIO LLC	5/29/2018	8527.97	INSTRUCTIONAL SUPPLIES	0100
14410533	ASELTINE SCHOOL	5/29/2018	11642.05	PROFESSIONAL SERVICES	0100
14410534	RGC CONSTRUCTION INC	5/29/2018	900.00	CONTRACTED SERVICES	0100
14410535	ABA EDUCATION FOUNDATION	5/29/2018	6866.25	CONTRACTED SERVICES	0100
14411628	PNC EQUIPMENT FINANCE, LLC	5/31/2018	124415.86	RENTAL PAYMENT	0100
14411629	PETER WONG	5/31/2018	1973.76	LODGING EXPENSES	0100
14411630	SAN DIEGO GAS & ELECTRIC	5/31/2018	34399.37	UTILITIES	0100
14411631	HAWTHORNE MACHINERY	5/31/2018	25541.43	MECHANIC SUPPLIES	0100
14412291	VEX ROBOTICS, INC	6/1/2018	3386.30	INSTRUCTIONAL SUPPLIES	0100
14412943	JUAN PEDRAJA	6/4/2018	89.77	REIMBURSEMENT	0100
14412944	SAN DIEGO FLOOD BUSTERS INC.	6/4/2018	3885.00	CONTRACTED SERVICES	0100
14412945	VECTOR USA	6/4/2018	17956.20	CONTRACTED SERVICES	0100
14412946	BIJAN ZELLI	6/4/2018	194.52	REIMBURSEMENT	0100
14412947	MRC SMART TECHNOLOGY SOLUTIONS	6/4/2018	5279.97	LEASE AGREEMENT	0100
14412948	AGRI-TURF DISTRIBUTING, LLC	6/4/2018	181.40	GROUNDS SUPPLIES	0100
14412949	ARDOR HEALTH SOLUTIONS	6/4/2018	11501.08	CONTRACTED SERVICES	0100
14412950	GRAPHIC TEES, INC.	6/4/2018	281.83	INSTRUCTIONAL SUPPLIES	0100
14412951	DAVID ALKASS	6/4/2018	98.63	REIMBURSEMENT	0100
14412952	DRINA BEDOYA	6/4/2018	82.81	REIMBURSEMENT	0100
14412953	WAXIE SANITARY SUPPLY	6/4/2018	949.92	CUSTODIAL SUPPLIES	0100
14412954	CYNTHIA ARREDONDO	6/4/2018	155.99	REIMBURSEMENT	0100
14412955	SCHOOL HEALTH CORPORATION	6/4/2018	348.63	MEDICAL SUPPLIES	0100
14412957	GRAINGER	6/4/2018	1340.04	TRANSPORTATION SUPPLIES	0100
14412958	DUNN-EDWARDS CORP.	6/4/2018	357.42	MAINTENANCE SUPPLIES	0100
14412960	SOUTH BAY FENCE, INC.	6/4/2018	609.03	MAINTENANCE SUPPLIES	0100
14412961	OFFICE DEPOT	6/4/2018	5020.88	OFFICE SUPPLIES	0100

14412962	KONE INC	6/4/2018	281.62	CONTRACTED SERVICES	0100
14412963	REPUBLIC SERVICES	6/4/2018	12749.18	UTILITIES	0100
14412964	WILLIAM V. MAC GILL & CO.	6/4/2018	1468.90	MEDICAL SUPPLIES	0100
14412965	PERMA BOUND PUB.	6/4/2018	442.03	INSTRUCTIONAL SUPPLIES	0100
14412966	JONES SCHOOL SUPPLY CO., INC.	6/4/2018	699.90	INSTRUCTIONAL SUPPLIES	0100
14412967	ROCHESTER 100 INC.	6/4/2018	250.00	INSTRUCTOINAL SUPPLIES	0100
14412968	CALIFORNIA ELECTRIC SUPPLY	6/4/2018	1702.96	MAINTENANCE SUPPLIES	0100
14412969	YMCA OF SAN DIEGO COUNTY	6/4/2018	1275.00	CONTRACTED SERVICES	0100
14412970	THE HOME DEPOT SUPPLY	6/4/2018	542.14	MAINTENANCE SUPPLIES	0100
14412971	VALLEY INDUSTRIAL SPECIALTIES	6/4/2018	270.22	MAINTENANCE SUPPLIES	0100
14412972	SAN DIEGO COUNTY SUPERINTENDEN	6/4/2018	170.00	REGISTRATION FEES	0100
14412973	ROMEO DIACOSTA	6/4/2018	298.65	MILEAGE	0100
14412974	TEAMTALK NETWORK	6/4/2018	397.80	CONTRACTED SERVICES	0100
14412975	ANYTIME SIGN SOLUTION, INC	6/4/2018	232.52	MAINTENANCE SUPPLIES	0100
14412976	HYDROTEX PARTNERS, LTD	6/4/2018	2541.17	MECHANICS SUPPLIES	0100
14412977	MAYURA VONGSAVATH	6/4/2018	100.15	REIMBURSEMENT	0100
14412978	XEROX CORPORATION	6/4/2018	484.98	CONTRACTED SERVICES	0100
14413491	P.I.P.S.	6/5/2018	69448.37	CONTRACTED SERVICES	0100
14413492	MRC SMART TECHNOLOGY SOLUTIONS	6/5/2018	2003.11	LEASE AGREEMENT	0100
14413493	MY PT SAN DIEGO	6/5/2018	2150.00	CONTRACTED SERVICES	0100
14413494	EBS - EDUATIONAL BASED SERVICES	6/5/2018	5328.00	CONTRACTED SERVICES	0100
14413495	MAXIM HEALTHCARE SERVICES, INC	6/5/2018	13532.82	CONTRACTED SERVICES	0100
14413496	SPRINT	6/5/2018	4890.74	UTILITIES	0100
14413497	CITY TREASURER	6/5/2018	8964.98	CONTRACTED SERVICES	0100
14413498	STAFF REHAB	6/5/2018	10046.00	PROFESSIONAL SERVICES	0100
14414837	SAN DIEGO GAS & ELECTRIC	6/7/2018	17971.79	UTILITIES	0100
14415658	ELMY FLORES	6/8/2018	120.12	MILEAGE	0100
14415659	FIREWATCH	6/8/2018	570.34	CONTRACTED SERVICES	0100
14415660	GEORGE LEYVA	6/8/2018	60.69	MILEAGE	0100
14415661	CAROLINA JAIME	6/8/2018	14.17	MILEAGE	0100
14415662	MANO A MANO FOUNDATION	6/8/2018	4000.00	CONTRACTED SERVICES	0100
14415663	EBS - EDUATIONAL BASED SERVICES	6/8/2018	5624.00	CONTRACTED SERVICES	0100
14415664	MARCOS MENDOZA	6/8/2018	126.44	MILEAGE	0100
14415665	EDWARD VELASQUEZ	6/8/2018	3687.96	LODGIING-AIRFARE	0100

14415666	VEX ROBOTICS, INC	6/8/2018	575.79	INSTRUCTIONAL SUPPLIES	0100
14415668	GEARY PACIFIC SUPPLY	6/8/2018	3795.04	MAINTENANCE SUPPLIES	0100
14415669	D&D WILDLIFE HABITAT RESTORATION, INC.	6/8/2018	575.00	CONTRACTED SERVICES	0100
14415670	LEGO EDUCATION NORTH AMERICA	6/8/2018	56862.15	INSTRUCTIONAL SUPPLIES	0100
14415671	MARIA G ARCIGA	6/8/2018	276.03	INSTRUCTIONAL SUPPLIES	0100
14415672	DIXIELINE LUMBER CO	6/8/2018	116.72	MAINTENANCE SUPPLIES	0100
14415673	CITY TREASURER	6/8/2018	4142.91	UTILITIES	0100
14415674	WAXIE SANITARY SUPPLY	6/8/2018	225.37	CUSTODIAN SUPPLIES	0100
14415675	LAKESHORE	6/8/2018	2271.37	INSTRUCTIONAL SUPPLIES	0100
14415676	COURTNEY TIRE SERVICE	6/8/2018	806.33	MECHANIC SUPPLIES	0100
14415677	HAWTHORNE MACHINERY	6/8/2018	1588.11	CONTRACTED SERVICES	0100
14415678	DION INTERNATIONAL TRUCK INC.	6/8/2018	1361.66	CONTRACTED SERVICES	0100
14415679	MONICA YRINEO	6/8/2018	43.96	REIMBURSEMENT	0100
14415680	OFFICE DEPOT	6/8/2018	1515.63	INSTRUCTIONAL SUPPLIES	0100
14415681	HOME DEPOT	6/8/2018	1220.75	MAINTENANCE SUPPLIES	0100
14415682	EWING IRRIGATION	6/8/2018	904.14	MAINTENANCE SUPPLIES	0100
14415683	ANITA GILLCHREST	6/8/2018	441.40	MILEAGE	0100
14415684	WILLY'S ELECTRONIC SUPPLY CO.	6/8/2018	41.22	MAINTEANANCE SUPPLIES	0100
14415685	A-Z BUS SALES, INC.	6/8/2018	632.48	TRANSPORTATION SUPPLIES	0100
14415686	GCR TIRES&SERVICE	6/8/2018	1892.92	MECHANIC SUPPLIES	0100
14415687	CLARK SECURITY PRODUCTS	6/8/2018	42.50	MAINTENANCE SUPPLIES	0100
14415688	SOUTHWEST SCHOOL & OFFICE	6/8/2018	1722.94	INSTRUCTIONAL SUPPLIES	0100
14415689	MICHAEL BAKER INTERNATIONAL	6/8/2018	5741.25	CONTRACTED SERVICES	0100
14415690	RUSSELL SIGLER, INC	6/8/2018	119.60	MAINTENANCE SUPPLIES	0100
14415691	B&H PHOTO,VIDEO	6/8/2018	419.99	OFFICE SUPPLIES	0100
14415692	MCGREGOR AND ASSOCIATED	6/8/2018	463.25	PROFESSIONAL SERVICES	0100
14415693	GREG A. MARVEL	6/8/2018	5075.00	CONTRACTED SERVICES	0100
14415694	KIDSCARPET.COM	6/8/2018	1799.96	INSTRUCTIONAL SUPPLIES	0100
14415695	SPARKLETTS	6/8/2018	116.54	CONTRACTED SERVICES	0100
14415696	FLYERS ENERGY	6/8/2018	7163.55	TRANSPORTATION SUPPLIES	0100
14415697	XEROX CORPORATION	6/8/2018	5350.05	CONTRACTED SERVICES	0100
14416183	CAROLYN KARINEN	6/11/2018	13200.00	PROFESSIONAL SERVICES	0100
14416184	DARCY MORALES MONGE	6/11/2018	7892.50	CONTRACTED SERVICES	0100
14416185	ADVANCED MEDICAL PERSONNEL SERVICES,	6/11/2018	12000.00	CONTRACTED SERVICES	0100

14416186	ASELTINE SCHOOL	6/11/2018	11942.58	PROFESSIONAL SERVICES	0100
14416187	SAN YSIDRO SCHOOL DISTRICT	6/11/2018	1316.93	PCARD REPLENISH	0100
14416188	PRINCIPAL'S EXCHANGE	6/11/2018	26542.00	CONTRACTED SERVICES	0100
14416189	ABA EDUCATION FOUNDATION	6/11/2018	12787.50	CONTRACTED SERVICES	0100
14417922	PENSKE TRUCK LEASING	6/13/2018	146.83	LEASE AGREEMENT	0100
14417923	HOME DEPOT	6/13/2018	35.90	MAINTENANCE SUPPLIES	0100
14418564	SDSU RESEARCH FOUNDATION/PLTW	6/14/2018	1550.00	REGISTRATION FEE	0100
14418565	CARSON DELLOSA PUBLISHING, LLC	6/14/2018	120.03	INSTRUCTINAL SUPPLIES	0100
14418566	WILLIAM H. SADLIER, INC	6/14/2018	11988.52	INSTRUCTIONAL SUPPLIES	0100
14418567	CORODATA RECORDS MANAGEMENT, INC.	6/14/2018	216.63	CONTRACTED SERVICES	0100
14418568	DIMENSION DATA NORTH AMERICA	6/14/2018	740.00	CONTRACTED SERVICES	0100
14418569	3 SCREENS.COM	6/14/2018	700.00	PROFESSIONAL SERVICES	0100
14418570	PIONEER HEALTHCARE SERVICES LLC	6/14/2018	13200.00	CONTRACTED SERVICES	0100
14418572	HORIZON DISTRIBUTORS	6/14/2018	602.07	CONTRACTED SERVICES	0100
14418573	TENCERSHERMAN LLP	6/14/2018	875.94	CONTRACTED SERVICES	0100
14418577	TUNED IN TO LEARNING	6/14/2018	554.57	INSTRUCTIONAL SUPPLIES	0100
14418578	SAN DIEGO STAGE & LIGHTING SUPPLY	6/14/2018	620.00	CONTRACTED SERVICES	0100
14418579	VISTA UNIFIED SCHOL DISTRICT	6/14/2018	320.67	REGISTRATION FEE	0100
14418580	SUNDANCE STAGE LINES	6/14/2018	1300.00	CONTRACTED SERVICES	0100
14418581	DEMCO INC.	6/14/2018	309.27	INSTRUCTIONAL SUPPLIES	0100
14418582	WAXIE SANITARY SUPPLY	6/14/2018	14915.33	CUSTODIAL SUPPLIES	0100
14418583	LAKESHORE	6/14/2018	9765.88	INSTRUCTIONAL SUPPLIES	0100
14418584	SCHOLASTIC , INC	6/14/2018	627.29	INSTRUCTIONAL SUPPLIES	0100
14418585	J&E PRO AUDIO LLC	6/14/2018	931.14	OFFICE SUPPLIES	0100
14418586	SEAWORLD PARKS & ENTERTAINMENT	6/14/2018	581.25	ADMISSIONS	0100
14418587	CURRICULUM ASSOC. INC.	6/14/2018	15696.86	INSTRUCTIONAL SUPPLIES	0100
14418588	ETA HAND2MIND	6/14/2018	952.34	PO RECEIPT	0100
14418589	SWEETWATER UNION HIGH	6/14/2018	500.00	PROFESSIONAL SERVICES	0100
14418590	SAN DIEGO GAS & ELECTRICT	6/14/2018	16207.96	UTILITIES	0100
14418591	CITY TREASURER	6/14/2018	305.00	CONTRACTED SERVICES	0100
14418592	REFRIGERATION SUPPLIES	6/14/2018	521.37	MAINTENANCE SUPPLIES	0100
14418593	OFFICE DEPOT	6/14/2018	6823.26	OFFICE SUPPLIES	0100
14418594	CDW GOVERNMENT LLC	6/14/2018	3614.96	OFFICE SUPPLIES	0100
14418595	ORIENTAL TRADING COMPANY, INC.	6/14/2018	56.45	INSTRUCTIONAL SUPPLIES	0100

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14418596	PITNEY BOWES	6/14/2018	382.50	OFFICE SUPPLIES	0100
14418597	BUS WEST	6/14/2018	611.66	MECHANIC SUPPLIES	0100
14418598	CALIFORNIA DEPT. OF JUSTICE	6/14/2018	637.00	PROFESSIONAL SERVICES	0100
14418599	EWING IRRIGATION	6/14/2018	3023.32	MAINTENANCE SUPPLIES	0100
14418600	RANCHO SAN DIEGO NURSERY INC	6/14/2018	777.60	GROUNDS SUPPLIES	0100
14418601	WILLIAM V. MAC GILL & CO.	6/14/2018	1395.69	MEDICAL SUPPLIES	0100
14418602	RCP BLOCK & BRICK	6/14/2018	2268.05	GROUNDS SUPPLIES	0100
14418603	JONES SCHOOL SUPPLY CO., INC.	6/14/2018	515.22	INSTRUCTIONAL SUPPLIES	0100
14418604	A-Z BUS SALES, INC.	6/14/2018	4573.28	TRANSPORTATION SUPPLIES	0100
14418605	GCR TIRES&SERVICE	6/14/2018	3420.60	MECHANIC SUPPLIES	0100
14418606	IMPERIAL SPRINKLER SUPPLY	6/14/2018	290.04	MAINTENANCE SUPPLIES	0100
14418607	BENCHMARK EDUCATION COMPANY	6/14/2018	1335.02	INSTRUCTIONAL SUPPLIES	0100
14418608	FLEETWASH INC	6/14/2018	198.16	CONTRACTED SERVICES	0100
14418609	PHONAK HEARING SYSTEMS	6/14/2018	3695.83	INSTRUCTIONAL SUPPLIES	0100
14418610	HOTSY EQUIPMENT COMPANY	6/14/2018	48.04	GROUNDS SUPPLIES	0100
14418611	PEARSON	6/14/2018	429.60	INSTRUCTIONAL SUPPLIES	0100
14418612	CENGAGE LEARNING	6/14/2018	2846.09	INSTRUCTIONAL SUPPLIES	0100
14418613	DOMTAR PAPER CO. LLC	6/14/2018	2868.85	OFFICE SUPPLIES	0100
14419388	BMR HEALTH SERVICES, INC	6/15/2018	25800.00	CONTRACTED SERVICES	0100
14419389	LORRAINE ROWENA JOHNSON	6/15/2018	5250.00	CONTRACTED SERVICES	0100
14419390	SAN DIEGO CENTER FOR VISION	6/15/2018	320.00	CONTRACTED SERVICES	0100
14419391	SAN DIEGO ZOO	6/15/2018	560.00	FIELD TRIP	0100
14419392	EBS - EDUATIONAL BASED SERVICES	6/15/2018	3848.00	CONTRACTED SERVICES	0100
14419394	CALIFORNIA ELECTRIC SUPPLY	6/15/2018	510.60	MAINTENANCE SUPPLIES	0100
14419395	SOUTHWEST SCHOOL & OFFICE	6/15/2018	425.52	INSTRUCTIONAL SUPPLIES	0100
14419396	STAFF REHAB	6/15/2018	6417.00	PROFESSIONAL SERVICES	0100
14420015	MARTA RODRIGUEZ DE TORRES	6/18/2018	11.12	MILEAGE	0100
14420017	PURCHASE POWER	6/18/2018	5671.02	METER POSTAGE	0100
14420018	STATE BOARD OF EQUALIZATION	6/18/2018	49.35	DIESEL TAX	0100
14420021	VERONICA MEDINA	6/18/2018	910.17	MILEAGE	0100
14420022	ANTONIO RAMIREZ	6/18/2018	882.36	MILEAGE	0100
14420656	VECTOR USA	6/19/2018	15858.11	CONTRACTED SERVICES	0100
14420658	GROSSMONT UNION HIGH SCHOOL	6/19/2018	7452.00	RENTAL/LEASE	0100
14420659	FITNESS FINDERS	6/19/2018	816.28	INSTRUCTIONAL SUPPLIES	0100

14420660	S&K THEATRICAL DRAPERIES, INC.	6/19/2018	4131.28	CONTRACTED SERVICES	0100
14420661	SCHOLASTIC , INC	6/19/2018	6199.94	INSTRUCTIONAL SUPPLIES	0100
14420662	J&E PRO AUDIO LLC	6/19/2018	150.02	MAINTENANCE SUPPLIES	0100
14420663	CURRICULUM ASSOC. INC.	6/19/2018	5765.06	INSTRUCTIONAL SUPPLIES	0100
14420664	SCHOOL SPECIALTY	6/19/2018	6312.16	INSTRUCTIONAL SUPPLIES	0100
14420665	CDW GOVERNMENT LLC	6/19/2018	77.78	OFFICE SUPPLIES	0100
14420666	HOME DEPOT	6/19/2018	279.57	MAINTENANCE SUPPLIES	0100
14420668	PERMA BOUND PUB.	6/19/2018	912.38	INSTRUCTIONAL SUPPLIES	0100
14420669	RANCHO AUTO & TRUCK PARTS	6/19/2018	2610.78	MAINTENANCE SUPPLIES	0100
14420670	SMART & FINAL	6/19/2018	33.74	REFRESHMENTS	0100
14420671	GYM CLOSET	6/19/2018	556.36	INSTRUCTIONAL SUPPLIES	0100
14421365	DION INTERNATIONAL TRUCK INC.	6/20/2018	1066.53	CONTRACTED SERVICES	0100
14421366	OFFICE DEPOT	6/20/2018	4293.54	OFFICE SUPPLIES	0100
14421367	HOME DEPOT	6/20/2018	189.04	MAINTENANCE SUPPLIES	0100
14421368	WILLY'S ELECTRONIC SUPPLY CO.	6/20/2018	301.53	IT SUPPLIES	0100
14421369	AMS - ACOUSTICAL MATERIAL	6/20/2018	1183.09	MAINTENANCE SUPPLIES	0100
14421370	SIR SPEEDY PRINTING 02890	6/20/2018	27.06	OFFICE SUPPLIES	0100
14422162	XEROX FINANCIAL SERVICES	6/21/2018	9274.25	LEASE AGREEMENT	0100
14422163	SAN DIEGO GAS & ELECTRIC	6/21/2018	277.19	UTILITIES	0100
14422164	CURRICULUM ASSOC. INC.	6/21/2018	7639.71	INSTRUCTIONAL SUPPLIES	0100
14422165	SCHOOL SERVICES OF CALIFORNIA	6/21/2018	700.00	REGISTRATION FEE	0100
14422166	OFFICE DEPOT	6/21/2018	472.62	OFFICE SUPPLIES	0100
14422167	PENSKE TRUCK LEASING	6/21/2018	280.06	LEASE AGREEMENT	0100
14422168	CONSTRUCTION TESTING &	6/21/2018	1790.00	CONTRACTED SERVICES	0100
14422169	RANCHO AUTO & TRUCK PARTS	6/21/2018	24.52	MAINTENANCE SUPPLIES	0100
14422170	I B TROPHIES & AWARDS	6/21/2018	344.20	INSTRUCTIONAL SUPPLIES	0100
14422171	SCHOLASTIC BOOK FAIR	6/21/2018	590.41	INSTRUCTIONAL SUPPLIES	0100
14422172	SAN DIEGO COUNTY SUPERINTENDEN	6/21/2018	400.00	REGISTRATION FEE	0100
14422173	SOUTHWEST SCHOOL & OFFICE	6/21/2018	1459.39	INSTRUCTIONAL SUPPLIES	0100
14422174	HENRY APONTE	6/21/2018	4980.74	INSTRUCTIONAL SUPPLIES	0100
14422175	PEARSON	6/21/2018	257.08	INSTRUCTIONAL SUPPLIES	0100
14422176	ANYTIME SIGN SOLUTION, INC	6/21/2018	241.50	GROUNDS SUPPLIES	0100
14422177	RUSSELL SIGLER, INC	6/21/2018	300.39	MAINTENANCE SUPPLIES	0100
14422178	PRO POWER	6/21/2018	609.91	MAINTENANCE SUPPLIES	0100

14423099	CSM CONSULTING INC.	6/22/2018	1500.00	CONTRACTED SERVICES	0100
14423100	QUALITY CONTROL CONSULTANTS, INC.	6/22/2018	2236.00	CONTRACTED SERVICES	0100
14423101	DRINA BEDOYA	6/22/2018	76.32	CONFERENCE	0100
14423103	ANJELICA TOPETE	6/22/2018	55.98	CONFERENCE	0100
14423104	MARISSA YEN	6/22/2018	44.73	CONFERENCE	0100
14423105	RYAN DICKES	6/22/2018	92.13	CONFERENCE	0100
14423106	EMILY KURTZ	6/22/2018	29.61	CONFERENCE	0100
14423107	SARINA HEMUNGKORN	6/22/2018	155.16	CONFERENCE	0100
14423108	MEI LING MURRAY	6/22/2018	55.59	CONFERENCE	0100
14423109	HOLLY BLACK	6/22/2018	51.92	CONFERENCE	0100
14423110	CITY TREASURER	6/22/2018	16871.94	UTILITIES	0100
14423112	PARADIGM HEALTHCARE SERVICES	6/22/2018	11364.80	CONTRACTED SERVICES	0100
14423113	SCHOOL SPECIALTY	6/22/2018	1126.05	INSTRUCTIONAL SUPPLIES	0100
14423114	EFRAIN BURCIAGA	6/22/2018	289.38	CONFERENCE	0100
14423115	HOME DEPOT	6/22/2018	1796.89	GROUNDS SUPPLIES	0100
14423116	BUS WEST	6/22/2018	1073.51	MECHANIC SUPPLIES	0100
14423117	SCHOOL NURSE SUPPLY, INC.	6/22/2018	70.29	MEDICAL SUPPLIES	0100
14423118	PERMA BOUND PUB.	6/22/2018	41.44	INSTRUCTIONAL SUPPLIES	0100
14423119	A-Z BUS SALES, INC.	6/22/2018	7780.72	TRANSPORTATION SUPPLIES	0100
14423120	GCR TIRES&SERVICE	6/22/2018	4094.00	MECHANIC SUPPLIES	0100
14423121	HOSEPOWER	6/22/2018	1524.36	TRANSPORTATION SUPPLIES	0100
14423122	BENCHMARK EDUCATION COMPANY	6/22/2018	1736.81	INSTRUCTIONAL SUPPLIES	0100
14423123	YMCA OF SAN DIEGO COUNTY	6/22/2018	106635.14	PROFESSIONAL SERVICES	0100
14423124	WAL- MART COMMUNITY/GECRB	6/22/2018	1055.44	INSTRUCTIONAL SUPPLIES	0100
14423125	BEST BUY	6/22/2018	653.48	OFFICE EQUIPMENT	0100
14423126	R&L PERFORMANCE AUTO SERVICE	6/22/2018	1377.26	CONTRACTED SERVICES	0100
14423127	SAN YSIDRO SCHOOL DISTRICT	6/22/2018	3691.15	RCF REPLENISH	0100
14423128	MARISELA LOZANO	6/22/2018	60.51	CONFERENCE	0100
14423129	OTAY MESA SALES INC.	6/22/2018	2586.00	RENTAL EQUIPMENT	0100
14423130	LAW OFFICES OF SCHWARTZ&STOREY	6/22/2018	6800.00	LEGAL FEES	0100
14423132	AMAZON.COM, INC.	6/22/2018	8862.83	INSTRUCTIONAL SUPPLIES	0100
14423134	AMERI-MEX PLUMBING INC	6/22/2018	1000.00	CONTRACTED SERVICES	0100
14423135	VMA COMMUNICATIONS, INC.	6/22/2018	2310.00	CONTRACTED SERVICES	0100
14423136	FRANCISCO ALBARRAN	6/22/2018	49.05	CONFERENCE	0100

14423138	STOTZ EQUIPMENT	6/22/2018	218.97	GROUND SUPPLIES	0100
14423139	NIRVANA BUSTOS	6/22/2018	67.58	MILEAGE	0100
14423679	3 SCREENS.COM	6/25/2018	650.00	OVERAGE WARRANT	0100
14423680	DAVID ALVARADO	6/25/2018	53.80	CONFERENCE	0100
14423682	STATE BOARD OF EQUALIZATION	6/25/2018	5588.83	USE TAX 2017-2018	0100
14423683	DUNN-EDWARDS CORP.	6/25/2018	978.12	MAINTENANCE SUPPLIES	0100
14423684	SCHOOL SPECIALTY	6/25/2018	3648.14	INSTRUCTIONAL SUPPLIES	0100
14423685	OFFICE DEPOT	6/25/2018	983.12	OFFICE SUPPLIES	0100
14423687	EWING IRRIGATION	6/25/2018	378.81	MAINTENANCE SUPPLIES	0100
14423688	PRESIDENT'S EDUCATION AWARDS	6/25/2018	189.64	INSTRUCTIONAL SUPPLIES	0100
14423689	BARNES AND NOBLE	6/25/2018	48.66	INSTRUCTINAL SUPPLIES	0100
14423690	PERMA BOUND PUB.	6/25/2018	357.97	INSTRUCTIONAL SUPPLIES	0100
14423691	A-Z BUS SALES, INC.	6/25/2018	4276.86	TRANSPORTATION SUPPLIES	0100
14423692	US GAMES	6/25/2018	5611.41	INSTRUCTIONAL SUPPLIES	0100
14423693	SAFETY-KLEEN SYSTEMS, INC.	6/25/2018	323.44	CONTRACTED SERVICES	0100
14424370	CAROLYN KARINEN	6/26/2018	9600.00	PROFESSIONAL SERVICES	0100
14424371	DARCY MORALES MONGE	6/26/2018	6160.00	CONTRACTED SERVICES	0100
14424372	MY PT SAN DIEGO	6/26/2018	5100.00	CONTRACTED SERVICES	0100
14424373	OFFICESUPPLY.COM	6/26/2018	3715.85	INSTRUCTIONAL SUPPLIES	0100
14424374	PETER WONG	6/26/2018	826.44	LODGING EXPENSES	0100
14424375	CALIFORNIA WESTERN VISUALS	6/26/2018	2871.54	OFFICE SUPPLIES	0100
14424376	CHEVRON U.S.A. INC.	6/26/2018	3627.46	CONTRACTED SERVICES	0100
14424378	ETA HAND2MIND	6/26/2018	2261.53	INSTRUCTIONAL SUPPLIES	0100
14424380	PERMA BOUND PUB.	6/26/2018	483.47	INSTRUCTIONAL MATERIAL	0100
14424381	I B TROPHIES & AWARDS	6/26/2018	1278.89	INSTRUCTIONAL SUPPLIES	0100
14424382	BENCHMARK EDUCATION COMPANY	6/26/2018	1200.00	REGISTRATION FEES	0100
14424383	ACSA	6/26/2018	1285.00	DUES & MEMBERSHIPS	0100
14425089	RAPHAELS PARTY RENTALS INC.	6/27/2018	3563.03	CONTRACTED SERVICES	0100
14425090	LORRAINE ROWENA JOHNSON	6/27/2018	2325.00	CONTRACTED SERVICES	0100
14425091	EBS - EDUATIONAL BASED SERVICES	6/27/2018	14800.00	CONTRACTED SERVICES	0100
14425092	MAXIM HEALTHCARE SERVICES, INC	6/27/2018	13913.32	CONTRACTED SERVICES	0100
14425093	ADVANCED MEDICAL PERSONNEL SERVICES,	6/27/2018	11400.00	CONTRACTED SERVICES	0100
14425094	FACILITIES PROTECTION SYSTEMS	6/27/2018	2976.00	CONTRACTED SERVICES	0100
14425095	OFFICE DEPOT	6/27/2018	791.93	OFFICE SUPPLIES	0100

14425096	HOME DEPOT	6/27/2018	397.71	MAINTENANCE SUPPLIES	0100
14425097	BLACKIE'S TROPHIES & AWARDS	6/27/2018	129.90	OFFICE SUPPLIES	0100
14425099	BEST BUY	6/27/2018	3322.12	OFFICE SUPPLIES	0100
14425100	EDUPOINT EDUCATIONAL SYSTEMS	6/27/2018	25500.00	CONTRACTED SERVICES	0100
14425101	ALLTECH IMAGING TECHNOLOGIES	6/27/2018	218.00	CONTRACTED SERVICES	0100
14425102	STAFF REHAB	6/27/2018	10639.50	PROFESSIONAL SERVICES	0100
14425103	PRINCIPAL'S EXCHANGE	6/27/2018	26542.00	CONTRACTED SERVICES	0100
14425104	PLATINUM PARTY RENTALS	6/27/2018	1842.85	CONTRACTED SERVICES	0100
14425105	ABA EDUCATION FOUNDATION	6/27/2018	8131.25	CONTRACTED SERVICES	0100
14426128	BMR HEALTH SERVICES, INC	6/28/2018	18000.00	CONTRACTED SERVICES	0100
14426129	STEPHANIE HAKE	6/28/2018	57.06	CONFERENCE	0100
14426130	CYNTHIA M. GONZALEZ	6/28/2018	115.59	CONFERENCE	0100
14426131	NIKOLE SCARLETT	6/28/2018	20.00	CONFERENCE	0100
14426133	PIONEER HEALTHCARE SERVICES LLC	6/28/2018	9600.00	CONTRACTED SERVICES	0100
14426134	IVAN OTTAVIANO	6/28/2018	32.05	MILEAGE	0100
14426135	ARDOR HEALTH SOLUTIONS	6/28/2018	10347.42	CONTRACTED SERVICES	0100
14426136	RAMIRO HERNANDEZ	6/28/2018	32.17	REIMBURSEMENT	0100
14426137	CAROLANNE BRANDT	6/28/2018	122.08	CONFERENCE	0100
14426138	PATRICIA SORTDESANZ	6/28/2018	64.70	CONFERENCE	0100
14426139	SOUTH BAY UNION SCHOOL DISTRICT	6/28/2018	1911.00	CONTRACTED SERVICES	0100
14426140	PRUDENTIAL OVERALL	6/28/2018	111.56	CONTRACTED SERVICES	0100
14426142	SCHOLASTIC , INC	6/28/2018	577.11	INSTRUCTIONAL SUPPLIES	0100
14426143	SYLVIA MAYER	6/28/2018	45.08	CONFERENCE	0100
14426149	PENSKE TRUCK LEASING	6/28/2018	976.94	LEASE AGREEMENT	0100
14426153	BENCHMARK EDUCATION COMPANY	6/28/2018	912928.57	INSTRUCTIONAL SUPPLIES	0100
14426156	PRINT TO MAIL DOCUMENT SYSTEM	6/28/2018	3958.74	OFFICE SUPPLIES	0100
14426157	SOUTHWEST SCHOOL & OFFICE	6/28/2018	572.06	INSTRUCTIONAL SUPPLIES	0100
14426158	CYNTHIA MOSQUEDA	6/28/2018	42.77	REIMBURSEMENT	0100
14426161	ANN ORDAZ	6/28/2018	53.88	REIMBURSEMENT	0100
Total 0100			**$ 2,430,112.05**		
14409404	HOME DEPOT	5/24/2018	367.83	MAINTENANCE SUPPLIES	1200
14412956	SCHOLASTIC , INC	6/4/2018	1761.38	INSTRUCTIONAL SUPPLIES	1200
14412959	NASCO	6/4/2018	2627.44	INSTRUCTIONAL SUPPLIES	1200
14428576	COMMUNITY PLAYTHINGS	6/14/2018	942.82	INSTRUCTIONAL SUPPLIES	1200

14419393	DISCOUNT SCHOOL SUPPLY	6/15/2018	2416.66	INSTRUCTIONAL SUPPLIES	1200
14420020	LORENA VARELA	6/18/2018	454.31	REIMBURSEMENT	1200
14420667	LORENA VARELA	6/19/2018	389.67	REIMBURSEMENT	1200
14421364	WAXIE SANITARY SUPPLY	6/20/2018	2013.59	CUSTODIAL SUPPLIES	1200
14423102	NATIONAL ASSOCIATION FOR THE	6/22/2018	150.00	DUES & MEMBERSHIP	1200
14423131	CALIFORNIA CHILD DEVELOPMENT	6/22/2018	300.00	DUES & MEMBERSHIP	1200
14423137	COTHRINE TRAINING SERVICES	6/22/2018	7579.00	CONTRACTED SERVICES	1200
14423686	PLAY WITH A PURPOSE	6/25/2018	1258.15	INSTRUCTIONAL SUPPLIES	1200
14424377	SCHOOL SPECIALTY	6/26/2018	120.95	INSRUCTIONAL SUPPLIES	1200
14424379	OFFICE DEPOT	6/26/2018	129.87	INSTRUCTIONAL SUPPLIES	1200
14424385	SOUTHWEST SCHOOL & OFFICE	6/26/2018	581.60	INSTRUCTIONAL SUPPLIES	1200
14425098	WAL- MART COMMUNITY/GECRB	6/27/2018	1817.67	INSTRUCTIONAL SUPPLIES	1200
Total 1200			**$ 22,910.94**		
14420019	HOME DEPOT	6/18/2018	467.76	CAFETERIA SUPPLIES	1300
14423111	UNITED STATES POSTAL SERVICES	6/22/2018	1739.05	POSTAGE METER	1300
14424384	WAL- MART COMMUNITY/GECRB	6/26/2018	118.96	CAFETERIA SUPPLIES	1300
14426127	SELECTA INTERNATIONAL	6/28/2018	124.60	CAFETERIA FOOD	1300
14426132	S&S BAKERY, INC.	6/28/2018	709.20	CAFETERIA FOOD	1300
14426141	UNITED STATES POSTAL SERVICES	6/28/2018	1258.06	POSTAGE METER	1300
14426144	SAFEWAY INC. -VONS DIVISION	6/28/2018	286.69	CAFETERIA SUPPLIES	1300
14426145	P&R PAPER SUPPLY COMPANY, INC.	6/28/2018	7827.02	CAFETERIA PAPER GOODS	1300
14426146	OFFICE DEPOT	6/28/2018	176.50	CAFETERIA SUPPLIES	1300
14426147	COUNTY OF SAN DIEGO	6/28/2018	961.00	CONTRACTED SERVICES	1300
14426148	CDE,CASHIER'S OFFICE	6/28/2018	869.90	CAFETERIA FOOD	1300
14426150	JOHNSON CONTROLS	6/28/2018	282.51	MAINTENANCE SUPPLIES	1300
14426151	WILLIAM V. MAC GILL & CO.	6/28/2018	377.95	MEDICAL SUPPLIES	1300
14426152	LLOYD PEST CONTROL CO.	6/28/2018	320.00	CONTRACTED SERVICES	1300
14426154	SMART & FINAL	6/28/2018	247.13	CATERING SUPPLIES	1300
14426155	VALLEY INDUSTRIAL SPECIALTIES	6/28/2018	86.51	MAINTENANCE SUPPLIES	1300
14426159	PRUDENTIAL OVERALL SUPPLY	6/28/2018	1520.00	CONTRACTED SERVICES	1300
14426160	GALASSO'S BAKERY	6/28/2018	7357.18	CAFETERIA FOOD	1300
Total 1300			**$ 24,730.02**		
14410095	BWE, INC	5/25/2018	10495.00	CONTRACTED SERVICES	2518
14415667	SILVER CREEK INDUSTRIES, INC.	6/8/2018	24979.61	CONTRACTED SERVICES	2518

14418571	NINYO & MOORE	6/14/2018	5959.00	PROFESSIONAL SERVICES	2518
14418574	SILVER CREEK INDUSTRIES, INC.	6/14/2018	135828.01	CONTRACTED SERVICES	2518
14418575	MAYER REPROGRAPHICS	6/14/2018	719.12	CONTRACTED SERVICES	2518
14420016	SILVER CREEK INDUSTRIES, INC.	6/18/2018	70006.07	CONTRACTED SERVICES	2518
14422161	NINYO & MOORE	6/21/2018	914.00	PROFESSIONAL SERVICES	2518
14423681	BAKER NOWICKI DESIGN STUDIO, LLP	6/25/2018	16395.54	CONTRACTED SERVICES	2518
Total 2518			**$ 265,296.35**		
14420657	NINYO & MOORE	6/19/2018	1857.50	PROFESSIONAL SERVICES	4000
Total 4000			**$ 1,857.50**		
Grand Total			$ 2,744,906.86		

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 12, 2018

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

FROM:
Business Services
Peter Wong, Interim Chief Business Official
Kamran Azimzadeh, Interim Chief Business Official

INITIAL:

☐ 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 $1,732.80 to help support and enrich our educational programs.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

Financial Implications? ☐ Yes ☒ No

Are funds for this item available in the 2017-2018 Budget? ☐ Yes ☐ No

Requisition #

DONATIONS $1,732.80	Cash/Checks Only Donations Account	--
(Amount)	(Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

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

San Ysidro School District

2017-2018 DONATIONS

BOARD MEETING: July 12, 2018		Donation		
From	To	Cash/Check Amount	Estimated Value of items/supplies	Purpose / Description
Oscar Garcia	Smythe Rm. 16	N/A	$250.00	2 Chromebooks - Reward for students
Mary Ann Saponara	Smythe	N/A	$214.80	Variety - School Event 06-13-18
Greater S.D. Reading Assoc.	La Mirada	$500.00	N/A	Library books
Lifetouch	Willow	$768.00	N/A	Commission from picture sales

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board **BOARD MEETING DATE:** July 12, 2018

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

FROM:
Business Services
Peter Wong, Interim Chief Business Official
Kamran Azimzadeh, Interim Chief Business Official

INITIAL: _____

☐ Informational
☒ Action

AGENDA ITEM: FOURTH QUARTERLY COMPLAINT REPORT FOR WILLIAM'S SETTLEMENT RELATED ISSUES FOR SCHOOL YEAR 2017-18

BACKGROUND INFORMATION:

Pursuant to regulations adopted by the State of California in settlement of the William's Settlement, districts must submit a report every quarter to the Governing Board delineating the amount of complaints received and the status of those complaints. After Board acceptance, this report must also be filed with the San Diego County Office of Education.

The synopsis below reports that from April 1, 2018 to June 30, 2018, the District has received no written complaints pertaining to teacher mis-assignments, instructional materials deficiencies or facilities disrepair.

Type	Number of Complaints Received in Quarter	Number of Complaints Resolved	Number of Complaints Unresolved
Instructional Materials	0	N/A	N/A
Facilities	0	N/A	N/A
Teacher Vacancy and Misassignment	0	N/A	N/A
Total	0	N/A	N/A

RECOMMENDATION:

Accept the Report of William's Settlement Complaints for the fourth quarter, from April 1, 2018 to June 30, 2018 of the 2017-2018 school year for submission to the San Diego County Office of Education.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal No. 2: Base Services and Safety
2.1 Maintain basic operating services of the district including MOT personnel, transportation, contracted services, and utilities.

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

Financial Implications? ☐ Yes ☒ No

Are funds for this item available in the 2017-2018 Budget? ☐ Yes ☐ No

Requisition #

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

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

Superintendent's Office Certification:

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

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board **BOARD MEETING DATE:** July 12, 2018

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

FROM:
Business Services
Peter Wong, Interim Chief Business Official
Kamran Azimzadeh, Interim Chief Business Official

INITIAL:

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH WOOD ENVIRONMENT & INFRASTRUCTURE SOLUTIONS

BACKGROUND INFORMATION:
Under the Federal Water Pollution Control Act ("Clean Water Act"), the United States Environmental Protection Agency has promulgated regulations, known as Phase I and Phase II regulations for permitting storm water discharges; and Phase II regulations require all non-exempt Small MS4s including but not limited to school districts to obtain a National Pollutant Discharge Elimination System Permit. Although the District is not yet designated under the SMS4 Permit, it has determined that it is in their best interest to work towards Small MS4 Permit compliance to align district policies and procedures with the requirements of the Small MS4 Permit.

The District is in need of assistance to complete these requirements and be in compliance. The District has retained the services of Wood Environment & Infrastructure Solutions (Wood) to conduct site visits and Storm Water Pollution Prevention Plan (SWPPP) review, employee training for the stormwater compliance program, annual comprehensive facility compliance evaluation and a SMARTS data upload and annual report (2017-18) under Wood's Professional Services Agreement No. 2017-5025-IRVPSA0115.

RECOMMENDATION:
Approve/Ratify the agreement with Wood Environment & Infrastructure Solutions at a cost of $2,000.00 from the Building Fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):
Goal No.: Base Services and Safety
2.1 Maintain basic operating services of the district including MOT personnel, transportation, contracted services, and utilities.

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

Financial Implications? ☒ Yes ☐ No

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

Requisition #

$2,000.00	Building Fund	--
(Amount)	(Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

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

wood.

Professional Services Agreement No. 2017-5025-IRVPSA0115

PARTIES

THIS AGREEMENT (the "Agreement"), effective this 22nd day of June 2018, is made by and between **Wood Environment & Infrastructure Solutions** a Nevada corporation, with an address at 121 Innovation Drive Suite 200, Irvine CA 92617 ("Wood") and San Ysidro School District, a CA (State) corporation/limited liability company/partnership (Indicate which), with an address at 4350 Otay Mesa Road, San Ysidro, California 92173 ("CLIENT").

NOW, THEREFORE, in consideration of the mutual undertakings and subject to the terms set forth below and intending to be legally bound, the parties agree as follows:

PROJECT

CLIENT engages Wood to provide services in connection with:
Proposal To Provide Annual Storm Water Program Support

SCOPE OF SERVICES

Wood agrees to perform services in accordance with its Proposal as follows:

- Assistance with 2017/2018 Monitoring Year Compliance Tasks under California's Industrial Activities Storm Water General Permit (IGP).

CLIENT agrees that all services not expressly included are excluded from Woods Scope of Services.

COMPENSATION (in U.S. Dollars) (check one)

_X_ **Lump Sum:** CLIENT agrees to compensate Wood on a firm-fixed price basis in the amount of: $2,000.

____ **Time and materials:** CLIENT agrees to compensate Wood for all hours worked and other costs incurred at the rates and terms set forth herein. Should the total cost of Wood's performance be greater than the estimated amount shown below, Wood will notify CLIENT and provide a revised estimate for CLIENT's approval. In such event, continued performance is subject to additional funding as mutually agreed.

Labor Categories and Hourly Labor Rates: N/A

Other Direct Costs (Reimbursed at cost plus: N/A % mark-up):

Total estimated time and materials cost: N/A

In addition to the Agreement amount, CLIENT assumes full responsibility for the payment of any applicable sales, use, or value-added taxes under this Agreement, except as otherwise specified.

Period of performance for this agreement: 18th day of June 2018 through 15th day of July 2018.

ATTACHMENTS

The listed attachments form part of this Agreement:

1. Proposal to Provide Storm Water Consulting Services, dated June 13, 2018.

wood.

Terms and Conditions

1. COMPENSATION: Invoices will be submitted at least monthly for Services rendered. Terms of payment are net thirty (30) days from date of invoice. Payment will be made to Wood at the address specified on Wood invoice.

If CLIENT reasonably objects to all or any portion of an invoice, CLIENT shall notify Wood of that fact in writing within ten (10) days from the date of receipt of Wood's invoice, give reasons for the objection, and pay that portion of the invoice not reasonably in dispute. Failure of CLIENT to provide such written notice within the allowed ten (10) day period shall be deemed to be a waiver of all objections to that invoice.

2. STANDARD OF CARE: WOOD will perform the Scope of Services specified in a Work Order utilizing that degree of skill and care ordinarily exercised under similar conditions by reputable members of Wood's profession practicing in the same or similar locality at the time of performance. NO OTHER WARRANTY, GUARANTY, OR REPRESENTATION, EXPRESS OR IMPLIED, IS MADE OR INTENDED IN THIS AGREEMENT, OR IN ANY COMMUNICATION (ORAL OR WRITTEN), REPORT, OPINION, DOCUMENT, OR INSTRUMENT OF SERVICE, AND THE SAME ARE SPECIFICALLY DISCLAIMED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

3. INDEPENDENT CONTRACTOR: Wood shall be fully independent and shall not act, except as permitted herein, as an agent or employee of CLIENT. Wood shall be solely responsible for its employees and for their compensation, benefits, contributions, and taxes, if any.

Unless otherwise agreed to in writing by Wood and CLIENT, neither party shall directly or indirectly solicit, hire or retain, or knowingly cause a third party to solicit, hire or retain, during the term of this Agreement and for a period of one (1) year after the date on which this Agreement terminates, any employee of the other party who works on the preparation of the Proposal or otherwise performs Services under or in connection with this Agreement. Nothing herein shall prevent either party from hiring any individual who responds to a general advertisement for services.

4. INSURANCE: Wood will maintain insurance for this Agreement in the following types and limits: (i) worker's compensation insurance as required by applicable law, (ii) comprehensive general liability insurance (CGL) ($1,000,000 per occurrence / $2,000,000 aggregate), and (iii) automobile liability insurance for bodily injury and property damage ($1,000,000 CSL).

5. CHANGES: CLIENT may order changes within the general scope of the Services by altering, adding to, or deleting from the Services to be performed. Work beyond the scope of services or re-doing any part of the project through no fault of Wood, shall constitute extra work and shall be paid for on a time-and-materials basis in addition to any other payment provided for in this Agreement.

Should Wood encounter conditions which were (i) not reasonably anticipated, including, but not limited to, changes in applicable law, (ii) subsurface or otherwise concealed physical conditions that differ materially from those indicated in this Agreement or (iii) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in activities of the character contemplated by this Agreement, Wood shall promptly provide notice to CLIENT before the conditions are disturbed. CLIENT shall promptly investigate such conditions. If, in Wood's reasonable opinion, the conditions cause an increase or decrease in Wood's cost of, or time required for, performance of any part of its Services, CLIENT shall issue a Change Order with an equitable adjustment in Wood's compensation, schedule, or both. In the event no Change Order is agreed to, Wood reserves the right to either (i) suspend its performance until a Change Order is agreed to or (ii) discontinue its performance and terminate this Agreement.

6. FORCE MAJEURE: Should performance of Services by Wood be affected by causes beyond its reasonable control, Wood will be granted a time extension and the parties will negotiate an equitable adjustment to the price of any affected Work Order, where appropriate, based upon the effect of the Force Majeure on performance by Wood.

7. CLIENT'S RESPONSIBILITIES: CLIENT agrees to: (i) provide Wood all available material, data, and information pertaining to the Services.

8. SITE ACCESS: CLIENT shall at its cost and at such times as may be required by Wood for the successful and timely completion of Services: (i) provide unimpeded and timely access to any site, including third party sites if required (ii) provide an adequate area for Wood site office facilities, equipment storage, and employee parking; (iii) furnish all construction utilities and utilities releases necessary for the Services; (iv) provide the locations of all subsurface structures, including piping, tanks, cables, and utilities; (v) approve all locations for digging and drilling operations; and (vi) obtain all permits and licenses which

are necessary and required to be taken out in CLIENT's name for the Services. Wood will not be liable for damage or injury arising from damage to subsurface structures that are not called to its attention and correctly shown on the plans furnished to Wood in connection with its work.

9. WARRANTY OF TITLE, WASTE OWNERSHIP: CLIENT has and shall retain all responsibility and liability for the environmental conditions on the site. Title and risk of loss with respect to all materials shall remain with CLIENT. At no time will Wood assume possession or title, constructive or express, to any such samples or wastes.

10. LIMITATION OF LIABILITY: As part of the consideration Wood requires for provision of the Services indicated herein, CLIENT agrees that any claim for damages filed against Wood by CLIENT or any contractor or subcontractor hired directly or indirectly by CLIENT will be filed solely against Wood or its successors or assigns and that no individual person shall be made personally liable for damages, in whole or in part.

CLIENT's sole and exclusive remedy for any alleged breach of Wood's standard of care hereunder shall be to require Wood to re-perform any defective Services. All claims by CLIENT shall be deemed relinquished unless filed within one (1) year after substantial completion of the Services.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, CLIENT AGREES THAT THE LIABILITY OF WOOD TO CLIENT FOR ANY AND ALL CAUSES OF ACTION, INCLUDING, WITHOUT LIMITATION, CONTRIBUTION, ASSERTED BY CLIENT AND ARISING OUT OF OR RELATED TO THE NEGLIGENT ACT(S), ERROR(S) OR OMISSION(S) OF WOOD IN PERFORMING SERVICES, SHALL BE LIMITED TO FIFTY THOUSAND DOLLARS ($50,000) OR THE TOTAL FEES ACTUALLY PAID TO WOOD BY CLIENT UNDER THE WORK ORDER WITHIN THE PRIOR ONE (1) YEAR PERIOD, WHICHEVER IS LESS ("LIMITATION"). CLIENT HEREBY WAIVES AND RELEASES (I) ALL PRESENT AND FUTURE CLAIMS AGAINST WOOD OTHER THAN THOSE DESCRIBED IN THE PRECEDING SENTENCE, AND (II) ANY LIABILITY OF WOOD IN EXCESS OF THE LIMITATION.

In consideration of the promises contained herein and for other separate, valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CLIENT acknowledges and agrees that (i) but for the Limitation, Wood would not have performed the Services, (ii) it has had the opportunity to negotiate the terms of the Limitation as part of an "arms-length" transaction, (iii) the Limitation amount may differ from the amount of professional liability insurance carried by Wood, (iv) the Limitation is merely a limitation of, and not an exculpation from, Wood's liability and does not in any way obligate CLIENT to defend, indemnify or hold harmless Wood, (v) the Limitation is an agreed remedy, and (vi) the Limitation amount is neither nominal nor a disincentive to Wood performing the Services in accordance with the Standard of Care.

Wood and CLIENT shall each waive any right to recover from the other party for any special, incidental, indirect, or consequential damages (including lost profits and loss of use) incurred by either Wood or CLIENT or for which either party may be liable to any third party, which damages have been or are occasioned by Services performed or reports prepared or other work performed hereunder.

CLIENT agrees that the damages for which Wood shall be liable are limited to that proportion of such damages which is attributable to Wood's percentage of fault subject to the other limitations herein.

11. **INDEMNITY**. CLIENT agrees to defend, indemnify, protect and hold harmless Wood and its officers, employees and agents from any and all claims, liabilities, damages or expenses, including but not limited to delay of the project, reduction of property value, fear of or actual exposure to or release of toxic or hazardous substances, and any consequential damages of whatever nature, which may arise directly or indirectly, to any party, as a result of the services provided by Wood under this Agreement, unless such injury or loss is caused by the sole negligence of Wood.

12. ASSIGNMENT AND SUBCONTRACTING: Neither party shall assign its interest in this Agreement without the written consent of the other.

13. COST ESTIMATES: If included in the Services, Wood will provide cost estimates based upon Wood's experience on similar projects, which are not intended for use by CLIENT or any other party in developing firm budgets or financial models, or in making investment decisions. Such cost estimates represent only Wood's judgment as a professional and, if furnished, only for CLIENT's general guidance and are not guaranteed as to accuracy.

14. **TERMINATION** Either party may terminate this Agreement at any time by providing not less than ten (10) days advance written notice to the other party. In the event of a termination, CLIENT shall pay for all reasonable charges for work performed and demobilization by Wood to date of notice of termination. The limitation of liability and indemnity obligations of this Agreement shall be binding notwithstanding any termination of this Agreement.

wood.

15. GOVERNING LAWS/LANGUAGE: This Agreement shall be governed and construed in accordance with the laws of the state of the Wood office entering into this Agreement. All communications relating to or arising out of this Agreement shall be in the English language.

16. FIELD REPRESENTATION: The Services do not include supervision or direction of the means, methods or actual work of other consultants, contractors and subcontractors not retained by Wood. The presence of Wood's representative will not relieve any such other party from its responsibility to perform its work and services in accordance with its contractual and legal obligations and in conformity with the plans and specifications for the project. CLIENT agrees that each such other party will be solely responsible for its working conditions and safety on the site. Wood's monitoring of the procedures of any such other party is not intended to include a review of the adequacy of its safety measures. It is agreed that Wood is not responsible for safety or security at a site, other than for Wood's employees, and that Wood does not have the contractual duty or legal right to stop the work of others.

17. DISPUTES. Any dispute arising hereunder shall first be resolved by taking the following steps, where a successive step is taken if the issue is not resolved at the preceding step: 1) by the technical and contractual personnel for each party performing this Agreement, 2) by executive management of each party, 3) by mediation, or 4) through the court system of the jurisdiction of the Wood office that is entering into this Agreement. CLIENT hereby waives the right to trial by jury for any disputes arising out of this Agreement. Except as otherwise provided herein, each party shall be responsible for its own legal costs and attorneys' fees.

18. EXCLUSIVE USE. Services provided under this Agreement, including all reports, information or recommendations prepared or issued by Wood, are for the exclusive use of the CLIENT for the project specified. No other use is authorized under this Agreement. CLIENT will not distribute or convey Wood's reports or recommendations to any person or organization other than those identified in the project description without Wood's written authorization. CLIENT releases Wood from liability and agrees to defend, indemnify, protect and hold harmless Wood from any and all claims, liabilities, damages or expenses arising, in whole or in part, from such unauthorized distribution. All reports, drawings, plans, documents, software, source code, object code, field notes and work product (or copies thereof) in any form prepared or furnished by Wood under this Agreement are instruments of service. Exclusive ownership, copyright and title to all instruments of service remain with Wood.

19. ENTIRE AGREEMENT: The terms and conditions set forth herein constitute the entire understanding and agreement of Wood and CLIENT with respect to the Services. All previous proposals, offers, and other communications relative to the provisions of these Services are hereby superseded. Should CLIENT utilize its purchase order or any other form to procure services, CLIENT acknowledges and agrees that its use of such purchase order or other form is solely for administrative purposes and in no event shall Wood be bound to any terms and conditions on such purchase order or other form, regardless of reference to (e.g. on invoices) or signature upon (e.g. acknowledgement) such purchase order or other form by Wood. CLIENT shall reference this Agreement on any purchase order or other form it may issue to procure Wood services, but CLIENT's failure to do so shall not operate to modify this Agreement.

IN WITNESS WHEREOF, CLIENT and Wood have caused this Agreement to be executed by their respective duly authorized representatives as of the date first set forth above.

CLIENT		Wood Environment & Infrastructure Solutions	
By:		By:	
Name:	Peter W Lang	Name:	Michael Lowther
Title:	Interim CEO	Title:	Senior Scientist
Date:	6/22/18	Date:	6/22/18

wood.

13 November 2017

Mr. Victor H. Guzman
San Ysidro School District
4350 Otay Mesa Road
San Ysidro, CA 92173

Re: PROPOSAL TO PROVIDE STORM WATER CONSULTING SERVICES FOR SAN YSIDRO SCHOOL DISTRICT

Dear Mr. Guzman:

Pursuant to your request, Wood Environment & Infrastructure Solutions. (Wood) has prepared this proposal to provide storm water consulting services for San Ysidro School District facility located at 4350 Otay Mesa Road, San Ysidro, California. Based on correspondence, it is our understanding that San Ysidro School District would like assistance with the following storm water consulting services during the upcoming 2017-2018 monitoring period.

- Assistance with 2017/2018 Monitoring Year Compliance Tasks under California's Industrial Activities Storm Water General Permit (IGP).

1.0 PURPOSE

The goal of the project is to assist San Ysidro School District with compliance under the 2014 IGP during the 2017/2018 monitoring period. To accomplish these goals, Wood proposes the scope of work presented below.

2.0 SCOPE OF WORK

2.1 Task 1 – Storm Water Site Visit

Wood proposes to assist with the following storm water compliance tasks for the remainder of the 2017/2018 reporting year with our scope of services ending on July 15, 2018.

- Review monthly visual observation forms, sampling event visual observation forms, and analytical results collected during reporting year. Comments on the observation forms and analytical results will be provided during the site visit, via email or by telephone.
- Prepare a summary table for analytical data using the laboratory reports.
- Provide assistance with uploading sample data to SMARTS.
- Conduct one site visit to review storm water program documentation and visually observe site operations and BMPs. An email summary will be provided following the site visit to document our inspection observations.

- Provide minor revisions to the SWPPP and MIP based on the site visit. Please note that any revisions will be provided electronically via email and revisions do not include changes to the site map.
- Provide assistance with storm water annual comprehensive site compliance evaluation, annual report preparation, and submittal.

2.2 Task 2 – Employee Training

Wood will provide one training seminar to employees who are involved with the implementation of San Ysidro School District storm water compliance program. The 2014 IGP specifies that employees involved with implementing activities identified in the permit including but not limited to: BMP implementation, BMP effectiveness evaluations, visual observations, and monitoring activities must receive training. Training will include the following topics:

- Regulatory background;
- Current events/trends in storm water regulations;
- SWPPP implementation;
- BMP implementation;
- MIP requirements;
- Storm Water Sampling; and
- Annual reporting.

Training will be performed by Wood staff that have the QISP and Trainer of Record (ToR) certifications. We have assumed the employee training will be conducted on the same day as the site visit in Task 1.

3.0 SCHEDULE

The period of performance of this Task Order is contingent upon approval and execution of this proposal and attached Professional Services Agreement (PSA No. 2017-5025-IRVPSA0115), and shall begin immediately of full execution and terminate on July 15, 2018.

Changes to the schedule or deliverables listed above will be made in consultation with the Client.

4.0 COSTS

Wood will perform the scope of work described above for a lump sum fee of $2,000. A separate proposal with an expanded scope of work and budget will be developed for services performed outside of the proposed scope. The terms and conditions for our services are specified in the attached Professional Services Agreement.

San Ysidro School District
Proposal to Provide Storm Water Consulting Services
San Ysidro, California
13 June 2018

Wood appreciates the opportunity to assist San Ysidro School district on this project. If this proposal is acceptable, please sign one copy of the attached professional services agreement and return it to the address on our letterhead. If you have any questions or concerns regarding this proposal, please do not hesitate to contact either of the undersigned at contact information provided below.

Respectfully submitted,

Wood Environment & InfrastructureSolutions

Michael Lowther, IGP ToR, CPESC, QSD (SMR)
Senior Scientist/Project Manager
(949) 642-0245
michael.lowther@woodplc.com

Brent Smith, IGP ToR, CPESC, QSD/QSP
Associate Scientist/Project Manager
(949) 574-7632
brent.a.smith@woodplc.com

Attachments: Professional Services Agreement No. 2017-5025-IRVPSA0115

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board **BOARD MEETING DATE:** July 12, 2018

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

FROM:
Nutrition Services
Paloma Perez, Director

INITIAL:
☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH GALASSO'S BAKERY

BACKGROUND INFORMATION:
In efforts to improve the quality of meals served in our cafeterias, Nutrition Services is recommending to extend the agreement with Galasso's Bakery to continue providing whole wheat bread. Galasso's Bakery offers a variety of healthier bread choices that meet the guidelines of our new menus. The vendor has agreed to provide the required quantities of bread each and every day to meet the nutritional guidelines of our new menus. Galasso's Bakery will provide services to the District from July 1, 2018 through June 30, 2019.

RECOMMENDATION:
Approve the agreement with Galasso's Bakery to provide whole wheat bread to all school's cafeterias during school year 2018-19.

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 **Business Services Reviewed:**

Financial Implications?	Are funds for this item available in the 2018-2019 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	
Based on purchases	N/A	--
(Amount)	(Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

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

GALASSO'S
BAKERY

06/20/2018

Paloma Perez Bertrand,
Director of Child Nutrition Services
San Ysidro School District
4350 Otay Mesa Road
San Ysidro, CA 92173

Regarding : 2018-2019 Fresh Bread Prices

Dear Ms. Perez Bertrand,

We would like to offer the extension of our service to the San Ysidro School District with the attached fresh bread pricing for the 2018 - 2019 school year. These prices do NOT reflect an increase over last year's prices. Pricing will be effective July 1, 2018 through June 30, 2019.

We are requesting that all small orders, less than $75, be consolidated in an effort to control costs and make our service as efficient as possible.

Any additional items that are required can be added to your authorized product list by contacting: Albert Armenta. (714) 292-6638 or **aarmenta@galassos.com**

Please confirm by signing below, and returning to my office via fax, e-mail or mail.

Thank you for your support. We look forward to working with you for the upcoming school year!

Sincerely,

Mark Bailey, CFO
Galasso's Bakery

San Ysidro School District agrees to extend the terms and conditions, as indicated, for the 2018 - 2019 school year. Effective from July 01, 2018 through June 30, 2019

Signature of authorized representative _____ Date _____

Print or type name _____

GALASSO'S
BAKERY

San Ysidro School District
2018/2019 School Year Price List

Item #	Product Description	2017/2018 Price	2018/2019 Price
00115	French Roll 4" Hinged 12pk	2.85	2.85
00201	French Roll 6" Non-Sliced 12pk	3.10	3.10
00505	Whole Grain Soft bread stix 8" 12pk	1.80	1.80
01206	White Pullman 24oz., 1/2" Slice 36ct	2.00	2.00
02109	100% Whole Wheat Pillow 24oz., 1/2" Slice	2.00	2.00
02116	White Whole Wheat 6" Hot Dog 12pk	2.20	2.20
02119	White Whole Wheat Pullman 24oz., 1/2" Slice	2.30	2.30
02133	White Whole Wheat 4" Hoagie Hinged 12pk	3.20	3.20
02134	White Whole Wheat 3.5" Hamburger Bun 12pk	2.20	2.20
02145	White Whole Wheat 4" Seeded Hamburger Bun 12pk	2.26	2.26
02228	White Whole Wheat T-Biscuit	1.75	1.75
02486	Wheat Dinner Rolls 1.3oz.,12pk	1.55	1.55
07062	100% Whole Wheat Bagel 6pk	2.59	2.59
07063	Cinnamon Raisin Bagel 6pk	2.59	2.59
07064	Plain Bagel 6pk	2.59	2.59
07065	Onion Bagel 6pk	2.59	2.59
07066	White Whole Wheat Blueberry Bagel 6pk	2.59	2.59
07069	Bagel-Mini 10pk	3.00	3.00
07072	Blueberry Bagel 6pk	2.59	2.59
07073	White Whole Wheat Bagel 6pk	2.59	2.59
07074	White Whole Wheat Cinnamon Raisin Bagel 6pk	2.59	2.59
07111	English Muffin 6pk	1.25	1.25
07114	100% Whole Wheat English Muffin 6pk	2.00	2.00
07209	Croissant 6pk	3.75	3.75

Galassos Bakery 10820 San Sevaine Way Mira Loma CA 91752 951-360-1211 Fax 951-360-0427

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board **BOARD MEETING DATE:** July 12, 2018

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

FROM:
Nutrition Services
Paloma Perez, Director

INITIAL:

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH IMAGE ONE FOR 2018-19

BACKGROUND INFORMATION:
The Rocketscan software by Image One, is a software solution for public school district's Food Service Departments that automates the processing of free & reduced meal applications. With Rocketscan, school districts can scan their meal applications into the software system for automated processing, increasing accuracy.

The District would like to renew the contract which includes the Rocketscan software, equipment and maintenance services, online services, and applications.

- Contract Renewal $1,355.00 (includes equipment)
- RocketSCAN FMA Online Module $2,571.00
- Annual Maintenance $619.00
- Web Hosting for RocketSCAN Online (Annual Recurring) $624.00
- Blank Meal Applications (English/Spanish) $1,360.00

RECOMMENDATION:
Approve/Ratify the agreement with Image One in an amount up to $6,529.00 from the Child Nutrition fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):
Goal No. 2: Base Services and Safety
2.1 Maintain basic operating services of the district.

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

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

$6,529.00	Child Nutrition Fund 13	--
(Amount)	(Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

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

Image One

CONTRACT RENEWAL INV.

Renewal Inv. Number: P106797
Renewal Inv. Date: 04/01/2018

Bill To: SAN YSIDRO SCHOOL DISTRICT
PALOMA PEREZ
4350 OTAY MESA ROAD
SAN YSIDORO, CA 92173

Customer: SAN YSIDRO SCHOOL DISTRICT
4350 OTAY MESA ROAD
SAN YSIDORO, CA 92173

Account No	Payment Terms	Due Date	Renewal Inv. Total	Balance Due
SANYSI	Net 30 Days	05/01/2018	$1,355.00	**$1,355.00**

Contract Number	Contact	Contract Amount	P.O. Number	Start Date	Exp. Date
SO3113-05		$1,355.00		07/01/2018	06/30/2019

Remarks

Summary:

Contract base rate charge for the 07/01/2018 to 06/30/2019 billing period	$1,355.00 *
*Sum of equipment base charges	$1,355.00

Detail:

Equipment included under this contract

ROCKETSCAN/FOR MEAL APPS 2.5K

Number	Serial Number	Base Charge	Location
03028		$1,355.00	SAN YSIDRO SCHOOL DISTRICT 4350 OTAY MESA ROAD SAN YSIDORO, CA 92173

San Ysidro School District

_____
Gina A. Potter, Ed.D.
Superintendent

Date: _____

Board approved: _____

SYSD Contact:
Paloma Perez,
Director of Nutrition Services
(619) 428-4476 ext 3011

PLEASE REMIT TO: 6202 BENJAMIN ROAD SUITE 103
TAMPA, FL 33634
FEIN: 59-3281176

Renewal Inv. SubTotal	$1,355.00
Tax:	$0.00
Renewal Inv. Total	$1,355.00
Balance Due:	**$1,355.00**

Sales Proposal

Date: 6/21/2018

Paloma Perez
San Ysidro School District
4350 Otay Messa Road

San Ysidro
CA
92173



6202 Benjamin Road, Suite 103 Tampa, FL 33634
Telephone: 800-956-9000
Fax # 813-769-2257
Email: ninog@image-1.com

Phone: 619-428-4476 x 3011 Quote ID #: Fax:

Qty	Description	Price Each	Price Extended
	POS = MealsPlus		
1	RocketSCAN FMA Online Module Annual Maintenance (After 1st Year)	$2,571.0000 $619.0000	$2,571.00
1	Web Hosting for RocketSCAN Online (Annual Recurring) OPTIONAL	$624.0000	$624.00

Est. Shipping:

Terms: Net 30 TOTAL: $3,195.00

Customer Acceptance

By signing below, the customer warrants that he/she is authorized to place order on behalf of the company, accepts the terms of this agreement, and authorizes Image One Corporation to order the equipment or software quoted herein, install the equipment or software at the customer's location, and remit timely payment to Image One Corporation . Customer agrees that invoiced amounts not paid to terms will be subject to late fees of 1 and 1/2 percent per month. All sales are Final. Defective products with be either fixed or repla ced.

Nino Giordano

Customer Acceptance Date Image One Corporation
San Ysidro School District

Prices are firm for 30 days from the date of this proposal and are subject to change without notice thereafter.

Sales Proposal

Date: 6/20/2018

Paloma Perez
San Ysidro School District
4350 Otay Messa Road

San Ysidro
CA
92173



Image One

6202 Benjamin Road, Suite 103 Tampa, FL 33634
Telephone: 800-956-9000
Fax # 813-769-2257
Email: ninog@image-1.com

Phone: 619-428-4476 x 3011 Quote ID #: Fax:

Qty	Description	Price Each	Price Extended
10000	**Blank Meal Applications 11 x 17 2/2 English/Spanish**	$0.1160	$1,160.00

Est. Shipping: 200.00

Terms: Net 30 **TOTAL:** **$1,360.00**

Customer Acceptance

By signing below, the customer warrants that he/she is authorized to place order on behalf of the company, accepts the terms of this agreement, and authorizes Image One Corporation to order the equipment or software quoted herein, install the equipment or software at the customer's location, and remit timely payment to Image One Corporation. Customer agrees that invoiced amounts not paid to terms will be subject to late fees of 1 and 1/2 percent per month. All sales are Final. Defective products with be either fixed or replaced.

Nino Giordano

Customer Acceptance Date Image One Corporation
San Ysidro School District

Prices are firm for 30 days from the date of this proposal and are subject to change without notice thereafter.

ROCKETSCAN SOFTWARE AND HARDWARE MAINTENANCE SERVICE AGREEMENT
IMAGE ONE

THIS DOCUMENT DESCRIBES THE SERVICES TO BE PROVIDED BY IMAGE ONE (IO):

1. ADVANCED EXCHANGE HARDWARE SERVICE

IO agrees to provide advanced exchange service for the hardware equipment ("Equipment") listed on your invoice for services ("Invoice").

a) **Maintenance Services:** IO shall, during the contracted period, provide the Customer with a replacement scanner, in advance of receiving the defective unit. For service calls placed before 2:00 pm EST, a replacement scanner will be shipped out the same day with the transit time varying based upon Zip Code and Peak or Non Peak time of year. The defective scanner is returned to Image One. Defective scanners returned to Image One become the property of Image One, and replacement scanners become the property of the customer. IMAGE ONE MAY REQUIRE A VALID CREDIT CARD NUMBER OR A VALID PURCHASE ORDER FOR THE VALUE OF THE REPLACEMENT SCANNER FROM THE CUSTOMER BEFORE SHIPMENT OF THE REPLACEMENT SCANNER WHICH WILL BE CHARGED IN THE EVENT THAT CUSTOMER FAILS TO RETURN TO IMAGE ONE EITHER THE DEFECTIVE SCANNER OR THE REPLACEMENT SCANNER WITHIN FOURTEEN DAYS OF THE DATE THAT CUSTOMER RECEIVES REPLACEMENT SCANNER.

b) **Freight and Shipping:** Image One will be solely responsible for charges incurred to transport replacement and defective equipment between premises of Image One and the Customer's location. PEAK Response shipping: August through October, Image One will ship free of charge a replacement scanner for arrival the next business day no earlier than 10:30am and no later than 5pm. Exact time of delivery is based on the carrier's service availability for your Zip Code. OFF PEAK Response shipping: November through July Image One will ship free of charge a replacement scanner via three day transit unless Zip code allows faster delivery via Ground service. It is expected that any delivery address is a business address and open for pick-ups and deliveries between the hours of 10:30am and 5pm, Monday through Friday, and excludes weekends and Holidays. Non-mechanical accessories, such as feed trays will not be shipped unless the nature of the problem is related thereof. Customer is required to carefully repackage the defective scanner using the packaging materials that came with the replacement scanner. Image One will assist the customer with the return of the defective scanner at no additional charge. Methods vary by Zip code as well as other factors to be determined per event.

c) **Procedure:** Upon receipt of the replacement scanner, the customer will carefully unpack the replacement scanner and contact Image One o· Reseller technical support for installation instructions. Non-mechanical accessories, such as feed trays will be removed from the defective scanner and installed on the replacement scanner by the customer with assistance from Image One or Reseller technical support.

d) **Training:** User training does not constitute maintenance service, and is not covered by this agreement. User training is provided at time of system installation as called for by the terms of the purchase agreement. Additional training may subsequently be purchased at rates negotiated by parties to this agreement, but this agreement will not be construed to include training.

2. SOFTWARE SERVICE

IO agrees to provide maintenance and repair services for the software ("Software") listed on your invoice for services ("Invoice."). Software is referred to as the system ("System").

a) **Software Maintenance & Support Services:** IO shall, during the contracted period, furnish all service necessary to maintain the System in good working order. IO will provide software support via remote access as part of this agreement. Customer agrees to provide broadband internet connectivity to the System at its expense. IO will provide the software necessary to enable the remote connection. If Customer elects not to make remote access available, labor (including travel) for on-site software support service calls will be chargeable to Customer in accordance with IO's local prevailing hourly labor rates.

b) **Training:** User training does not constitute maintenance service, and is not covered by this agreement. User training is provided at time of Software installation as called for by the terms of the purchase agreement. Additional training may subsequently be purchased at rates negotiated by parties to this agreement, but this agreement will not be construed to include training.

c) **Response Time:** IO shall respond during IO service hours within 4 business hours of IO's receipt of Customer's service request. Unless otherwise defined on your Invoice, the service hours for IO to provide routine maintenance and/or repair service for the Systen will be between the hours of 8:30 AM and 5 PM prevailing local time, Monday through Friday, excluding days observed by IO as holidays. FMA support will be provided after hours for platinum maintenance agreements.

d) Non-Covered Service: IO will attempt to respond to all requests for service. If service is provided on Holidays recognized by IO, labor for such non-covered service calls will be chargeable to the Customer in accordance with IO's local prevailing hourly labor rates for such service.

2. TERM

The term of this Agreement shall be one (1) year, or as otherwise indicated on Invoice.

3. SERVICE FEE

(a) Customer agrees to pay the service fees in advance as billed for the term of this Agreement.

(b) If new or additional software is added to the System subsequent to the date of the initial installation of the System, a new service fee will be calculated, to reflect the increased scope of service and maintenance.

(c) If Customer does not make timely payment to IO of any amount payable under this Agreement, then in addition to the remedies available to IO at law or equity or under other provisions of this Agreement, IO may collect interest on the sum then owing at the rate of 1.5% per month from the due date until payment by Customer, provided, however, that in no event shall the aggregate interest charges exceed the maximum rate of interest which could be charged under applicable law.

4. LIABILITIES

(a) IO EXTENDS NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO CUSTOMER FOR THE SERVICES PROVIDED BY THIS AGREEMENT.

(b) IO WILL NOT BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR FOR LOSS, DAMAGE, OR EXPENSE DIRECTLY OR INDIRECTLY ARISING FROM CUSTOMER'S USE OF (OR INABILITY TO USE) OR A THIRD PARTY'S UNAUTHORIZED USE OF THE SOFTWARE OR ITS COMPONENTS, EITHER SEPARATELY OR IN COMBINATION WITH OTHER SOFTWARE OR EQUIPMENT, OR FOR COMMERCIAL LOSS OF ANY KIND, REGARDLESS OF WHETHER IO OR ITS SUBCONTRACTORS HAD BEEN ADVISED OF SUCH POSSIBILITY.

(c) IN ALL SITUATIONS INVOLVING PERFORMANCE OR NONPERFORMANCE BY IO UNDER THIS AGREEMENT, CUSTOMER'S SOLE AND EXCLUSIVE REMEDY IS (1) TO TERMINATE THIS AGREEMENT BY WRITTEN NOTICE TO IO, AND (2) TO RECEIVE A PRO RATA REFUND OF ANY PRE-PAID MAINTENANCE SERVICE CHARGES, LESS ANY SUMS DUE AND OWING IO.

5. EXCLUSIONS

(a) This Agreement will not cover repair work in replacement of expendable items such as glass, toner, toner cartridges, lamps, photo conductor drums, or imaging units, rollers, imprinter ink cartridges or other items identified by the manufacturer as "consumables". This Agreement will not cover service required when due to: (i) Customer's unauthorized maintenance or repair of the Equipment and/or System, (ii) Customer's unauthorized addition, movement, or changes to the Equipment and/or System, (iii) negligence, (iv) abuse, (v) connection to inappropriate power supplies, (vi) fire, flood, wind, lightning, or other similar acts of God, (vii) failure of Customer to maintain proper environmental conditions for the Equipment and/or System (as stated in (b) below), (viii) improper installation, repair, or alteration of the Equipment and/or System by anyone other than IO or its agents, (ix) software changes or attempted software changes by persons not authorized by IO, or (x) data base reprogramming required because of Customer error of any kind. If requested by Customer, repairs necessitated by any of the above excluded causes shall be performed by IO at IO's prevailing local rates for such services.

(b) The Customer is responsible for maintaining suitable environmental conditions for the Equipment and/or System. Suitable conditions shall include, but not limited to, the provision of proper electrical power, air conditioning, and humidity control, and other environmental requirements described herein.

(c) The Customer is solely responsible for maintaining backup copies of images, data and database files. Under no circumstances will IO be liable for any loss of images, data or database files or for the recovery of same.

6. FORCE MAJEURE

If IO's performance is prevented, delayed, or otherwise made impractical by reason of any flood, riot, fire, strike, explosion, war, governmental action, or regulation, or any other similar cause beyond the reasonable control of IO, IO shall be excused from such performance until the abatement of such causes(s).

7. COVENANT NOT-TO-HIRE

Each party agrees not to hire or attempt to hire employees of the other party during the term and for a period of one (1) year after the term (including any renewal term) of this Agreement, without the express written consent of the other party.

8. TERMINATION

(a) If either party is in default of its obligations under this Agreement and such default continues for thirty (30) days after written notice is given by the party not in default, such non-defaulting party may (in addition to all other rights and remedies provided in the Agreement or by law) terminate this Agreement.

(b) Notwithstanding (a) above, if either party becomes insolvent, enters voluntary or involuntary bankruptcy, or takes any measures generally designed for the relief of debtors, then the other party may (in addition to all other rights and remedies provided in the Agreement or by law) terminate this Agreement immediately without notice.

(c) Cancellation - either party may with or without cause cancel this Agreement with 30 days written notice to the other.

(d) Upon termination, cancellation, or expiration of this Agreement, each party shall promptly return to the other party all papers, materials, and properties of the other held by such party.

9. ASSIGNMENT

Customer may not transfer or assign this Agreement to any third party without the express prior written consent of IO. IO may assign this contract to any parent company, subsidiary, or affiliate of IO, or in connection with the sale of substantially all of the assets of IO.

10. GOVERNING LAW

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

11. NOTICES

All notices to IO required or permitted to be given under this Agreement shall be in writing and sent to the address indicated below by certified U.S. mail or other delivery service providing the sender a signature upon receipt. Such notice shall be effective upon receipt.

IMAGE ONE
6206 Benjamin Road, Suite 301
Tampa, FL 33634
Fax: 813-887-5359
Telephone: 813-888-8288
Attention: Leigh Anne Dziuk

12. NON-WAIVER

The waiver by either party of any default or any obligation will not operate as a waiver of any subsequent default or excuse any future obligation.

13. COSTS

Non-prevailing party will pay all of prevailing party's costs and expenses, including reasonable attorney's and collection fees, incurred in enforcing this Agreement should collections or litigation prove necessary.

14. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between IO and Customer with regard to Customer's service and maintenance by IO. Any alterations or modifications to this Agreement must be in writing, and must be executed by both an officer of IO and the Customer. ANY ALTERATIONS OR MODIFICATIONS TO THIS AGREEMENT, UNLESS MADE IN ACCORDANCE WITH THE ABOVE, SHALL BE VOID AND OF NO EFFECT.

Please note: PC Hardware (e.g. workstations, servers, monitors, SCSI and other interface cards) provided as part of an imaging system solution are not maintained by IO but must be supported by the original equipment manufacturer (OEM). Customer is urged to properly register PC workstations and servers and to keep OEM Warranty and Support information available.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board **BOARD MEETING DATE:** July 12, 2018

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

FROM:
Nutrition Services
Paloma Perez, Director

INITIAL:

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH EMS-ISITE (SCHOOL NUTRITION & FITNESS)

BACKGROUND INFORMATION:
The services provided by EMS-ISITE include a unique Nutrition website designed for San Ysidro School District to support 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.

The Child Nutrition Services would like to renew the services provided by EMS-ISITE for school year 2018-19.

RECOMMENDATION:
Approve the agreement with EMS-ISITE (School Nutrition & Fitness) for school year 2018-19 in an amount up to $1,095.00 from the Child Nutrition fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):
Goal No. 2: Base Services and Safety
2.1 Maintain basic operating services of the District.

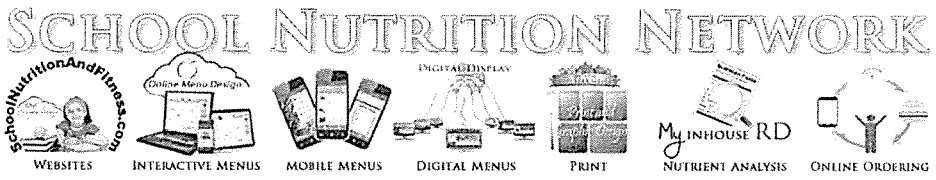
☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other** **Business Services Reviewed:**

Financial Implications?	Are funds for this item available in the 2018-2019 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	
$1,095.00 (Amount)	Child Nutrition Fund 13 (Name of funding source and/or location)	-- (Funding account number)

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

Superintendent's Office Certification:

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



Service Agreement

This Agreement covers the relationship between EMS-ISITE (School Nutrition & Fitness) & the School District.

This agreement is made on behalf of: San Ysidro School District
Name of School or School District

7/3/18
Date

The services provided and supported under this agreement include:

The School Nutrition and Fitness Website: The SNaF website is designed to serve the Food & Nutrition Services Department in the promotion, communication and education of students, parents and teachers about the benefits of making intelligent nutrition and fitness choices leading to healthy habits that will last a lifetime. The SNaF website provides a comprehensive portal to communicate Food & Nutrition program information, as well as, provide interactive nutrition tools and resources to promote the district wellness objectives. It is designed to complement the district website and IT department by providing an easy to manage School Nutrition website, Online Menu Design, Mobile Menus and ongoing nutrition and fitness research, content and media updates, USDA regulation information and legal statements.

Online Menu Design: A dynamic online menu designer with direct interface capabilities to menu planning software that provides an interactive experience for parents and students to view detailed photo, nutrition, and allergen information for menus. Includes the "Nutrition Report Card", carb counts, pdf printable menus, allergen filters and the ability to translate menus into over 80 languages. These integrated menus can then be seamlessly published to the website, mobile menus, digital menu displays, & online ordering.

Mobile Menu App: The Mobile Menu App "Web Menus" is a free Menu App to parents and can be downloaded from the Apple App and the Google Play stores. It is integrated with both the website and Online Menu Design and includes both pdf and interactive menus, Online Payments, SuperKids Nutrition Newsletters, and links to document uploads. It can also be integrated with Online Ordering.

Five Star Feedback CN Survey Builder: Create an unlimited number of surveys to gain market knowledge and feedback from students, parents and administrators. Surveys can be displayed and responded to from the website, mobile menu app, and digital menu displays.

Digital Menu Displays: This unique software platform delivers eye-popping visual menus through a surprisingly simple content management control panel with real-time edits and easy point n' click asset management. Make a menu once and keep it updated automatically. Seamlessly sync menus and nutrition data with videos, graphics and plugins. The purpose is to inspire taste and appetite - stimulate and educate! Designed for students who live in a digital world and fashioned to grab and keep their attention. Digital Menus make it easy to enhance menus and build a School Nutrition brand using the largest multi-media library of nutrition and fitness education images and videos. The software is flexible, allowing for multiple user access based on well-defined permissions for individual, site or Menu Campaign asset. The Digital Menu Board software is easy to use, engaging to watch, and a breeze to support. It is the most IT friendly web based software available in schools today.

Online Form Design: Create and publish forms online for collecting and communicated information such as "Refund Request Form", "Field Trip Form, etc.

Initial Account Set up

The initial new Digital Web Menu Suite account setup of $1095 includes hosting for the initial school year with Online Menu Designer, Mobile Menus, Going Green Email Menus, and the CN Survey Maker.

Service, Support and Training

Customer service, support and training is provided by our in-house customer care team. Normal business hours are from 8am – 8pm EST, Monday through Friday. The support desk is closed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Day after Thanksgiving, Christmas Eve and Christmas Day. Special arrangements can be made outside of these normal scheduled times.

Training is done through scheduled one-on-one training sessions via online web meetings. Training sessions are typically broken into individual sessions for the website, Online Menu Design, Digital Menu Displays, Surveys, and each individual type of Online Ordering.

Technical support is provided by toll free phone, email, and via online web connect. Training manuals and videos are available online in the support section of the website. All support related requests are tracked and documented through our customer support software. Support costs are as follows:

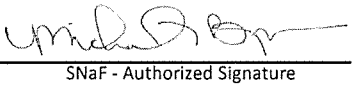
Annual Support for Web/Menus/Mobile/Survey: $1095/District/Year

> Includes annual maintenance for Website, Mobile Menus, Online Menu Design with interactive nutritionals, hosting, and support.

Authorization

The above-named School District authorizes EMS-ISITE/School Nutrition and Fitness (SNaF) to provide a customized School Nutrition and Fitness website, Online Menus, mobile menu app, and digital menu displays. We agree to host your School Nutrition menus solutions on the World Wide Web.

SNaF is a division of EMS-ISITE, with offices in North Carolina and California, engaged in providing nutrition and fitness website software, technical services, and support to school districts nationwide. EMS-ISITE is located at 2528 Independence Blvd. Wilmington, North Carolina 28412.

	
District - Authorized Signature	SNaF - Authorized Signature
	Michael Borges
Print	Print
	7/3/18
Date	Date

The ***School Nutrition and Fitness*** website & ***Nutritional Analysis*** features include:

- Online Menu Design – Design interactive menus online. Include images, "smarter lunchroom" description, nutrients, allergens, allergen filter, translators, print in 5 formats
- Mobile Menu App – Menus, Online payment link, nutrition data, photos
- School Nutrition Survey Builder
- School Nutrition Announcement Blaster
- Content, images, lesson plans and features are updated quarterly.
- Customizable CMS web pages for:
  - "Welcome to Nutrition Services" Page which includes:
    - Customizable quick link buttons, fact sheet and text content on Welcome Page
    - Customizable webpage called "What's New"
  - "Meal Applications" Page which includes:
    - Section to upload meal applications in several languages
    - Customizable section for stating where to turn in applications
    - Updated USDA Information for Eligibility Guidelines and FAQ's for application questions
    - Customizable section for adding, completing and submitting online Meal Applications
  - "Staff Information" Page which includes:
    - Staff directory with photo upload, phone and email features
    - A Photo Slide show to upload photos
    - A customizable "Join Our Team" section
  - "Menus" Page which includes:
    - USDA Child Nutrition Database included with 3 different interactive nutrient display menu options for displaying nutritional analysis and carbohydrate counts to parents
    - Upload section for all district menus, nutritional analysis, and menu related information
    - Customizable text section
  - "Pre-Payment Options" Page which includes:
    - "Online Payment" section with interface to all online payment providers
    - Customizable text section
    - Down-loadable pre-formatted #10 envelope for parents to make pre-payments
  - "Wellness Policy" Page which includes:
    - Custom content section and upload function for district Wellness Policy
  - Quarterly updates in the "Nutrition and Fitness" section which includes sections for:
    - Nutrition – Nutrition Tips, How to read a Nutrition Label and MyPyramid
    - Sports Nutrition – Designed with tips & resources for the school aged athlete
    - Fitness – BMI calculator, Calorie Calculator, Fitness Pyramid and tips for activity
  - Quarterly updates in the "Nutrition Education" section which includes sections for:
    - Students – Interactive online nutrition computer games, calculators and activities
    - Teachers – Resources for the classroom, lesson plans and power point lessons
    - Parents – Tips, resources and recipes for reinforcing nutrition and fitness at home
  - Nutrition and Fitness Video series called the "Art of Fitness"
  - "Ask the Nutritionist" section for parents to pose questions to a Registered Dietician
  - Monthly Nutrition Newsletter for parents, including corresponding teacher lesson plans and student activity sheet
  - The password protected "Director's Resource Center" with sections for Nutrition Program marketing, operations, finance, communication, RD resources, and much more…
  - Language translator for over 80 languages
  - Internal CN Staff Site – a sub-website designed for training and development of CN staff
  - Automated "Going Green" eMail Menus for parents
  - Teacher Lunch Center – Online ordering for teachers and staff
  - Student Lunch Online – Online ordering for students
  - Online Catering – Online ordering for catering

Customer Service Agreement

Service, Support & Upgrades - We agree to assist and support the district with toll free phone support, email and remote web support. This includes initial SNaF site setup, customizing the site layout and appearance with the district's logo and color scheme. We also agree to assist with initial setup and training. This includes uploading district and program specific information, as well as, the training how to maintain the custom information. Additionally, we offer free ongoing training for custom content maintenance with regularly scheduled webinars.

Compliance with Online Accessibility Requirements

Any online content and functionality developed by, maintained by, or offered through this contract or through the use of open sources, shall be developed to ensure accessibility of online content and functionality as measured according to the W3C's Web Content Accessibility Guidelines (WCAG) 2.0 Level AA and the Web Accessibility Initiative Accessible Rich Internet Applications Suite (WAI-ARIA) 1.0 techniques for web content, which are incorporated by reference. Providers of such content agree to verify claims of accessibility.

99.9% UPTIME GUARANTEE – It is our endeavor to have the content of your Web site available for http access by third parties 99.9% of the time. We will, from time to time, schedule routine off-hour maintenance for content updates, functionality upgrades and general site improvements. Circumstances beyond our reasonable control, which could include acts of any governmental body, war, sabotage, embargo, fire, flood, interruption or delay in telecommunications or failure of third party software or hardware, problems or errors caused by other customer web sites in a shared hosting environment that may affect your site or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of your Web site.

Payment Terms

Payment terms for the Digital Web Menu Suite is NET 30 days. You agree to provide appropriate payment for the services provided in the time period during which such services are provided. The first payment plus setup charges shall be due following a 30 day free trial period. Service shall begin on the date that the SNaF URL is linked to the district's and/or schools' websites. You agree that all setup fees are non-refundable once setup is completed, unless during the 30 day free trial you are dissatisfied, in which case you may cancel and owe nothing. You agree to provide an annual service payment for the fiscal school year of September 1st – August 30th in advance of the service year. The term of this contract will renew automatically each year unless you or SNaF decides to terminate your services. By this you agree that the content and value meets or exceeds your expectations, as the annual service fee is not refundable. You may cancel at any time and remove the SNaF URL from your district and school websites.
Acceptable Use: We are not liable for any custom content that district personnel put on the website.

District Responsibilities: The district is solely responsible for the uploading, maintenance and quality of their custom content. This includes making back-up copies of their custom content. This also includes all web site files, database content, email and whatever else customer may be storing on SNaF Servers.

Indemnification

SNaF and District agree to a mutual hold harmless and indemnity agreement wherein each party is to hold the other party harmless for claims, damages, actions, suits, attorney's fees and expenses, unless an investigation determines one party to be solely negligent, in which case the negligent party will hold harmless, indemnify and defend the other party.

EMS-ISITE
2528 Independence Blvd.
Wilmington, NC 28412
866-560-1201
www.SchoolNutritionAndFitness.com

Quote

ISITE software
School Nutrition Network

ADDRESS
Attn: Paloma Perez
San Ysidro School District
Food and Nutrition Department
4350 Otay Mesa Road
San Ysidro, CA 92173

SHIP TO
Attn: Paloma Perez
San Ysidro School District
4350 Otay Mesa Road
San Ysidro, CA 92173
619-428-4476 x3011
paloma.perez@sysd.k12.ca.us

QUOTE #	DATE
1842	07/01/2018

SALES REP
MB

QTY	ACTIVITY	RATE	AMOUNT
1	**SN18-19A** School Nutrition and Fitness Annual Renewal - Includes the core digital package and feature/function upgrades, quarterly content updates, and technical service & support.	1,095.00	1,095.00

Please make PO out to:
EMS-ISITE
2528 Independence Blvd.
Wilmington, NC 28412
FAX to: (949) 860-7342
or email to:
steff@SchoolNutritionAndFitness.com

TOTAL **$1,095.00**

Accepted By

Accepted Date

We look forward to working with you!

SCHOOL NUTRITION AND FITNESS



now powered by LINQ

Hello there,

Once again, we have enjoyed another busy and exciting year. I want to thank you for making us an important partner in your Nutrition Program. Included here, you will find a quote for the 2018-2019 annual renewal, and below I have some exciting announcements that will bring new benefits your School Nutrition Program.

1) Growth and Expansion powered by LINQ

Visit www.ThinkLINQ.com
Think smart. Think
LINQ

I am excited to announce that we have recently joined forces EMS-LINQ, an Enterprise-wide Financial Management Suite for K12. Other top software solutions aligned under the LINQ umbrella include Meals Plus and K12 Payment Solutions.

What does this mean? Our W-9 will change (attached), but everything you know about School Nutrition and Fitness and our staff stays the same. What this alliance does, is it allows us to add new resources and expand the benefits you enjoy today. In the past couple of months we have doubled the size of our development team, added 4 new Account Specialists in California, the Southwest, the Midwest, and the Southeast, and we are in the process of further expanding our technical support team across all time zones. **Our focus is to continue to provide feature rich software solutions that are easy to use and fiscally responsible for your budget.**

2) Please **review** the attached Quote for the 2018-2019 school year and **reply** with any special instructions for how to send out the invoice.

Please Respond

1. Should we send an invoice directly?
2. Should we wait for a PO?
3. Do you need it to be dated a certain way? or
4. Do you want to add any new services? Such as:
   - Digital Menu Suite: Online Menu Design and the Mobile Menu App
   - Digital Menu Displays or more Digital Menu Displays
   - Online Ordering for Students, or Staff, or Online Catering

3) New Partnerships, Interfaces and API's

We continue to form new alliances, add new business partners, and improve file and API integrations for both Menu Planning and Online Pre-Orders for students. In addition to the partners listed here, we are in discussions to set up integrations with PaySchools, Meal Time and Meal Magic.

DPS Data Business Systems · HARRIS School Solutions · Healthe PRO · Heartland · HORIZON SOFTWARE · Meals Plus · PCS now · CYBERSOFT Primero edge

Please let us know if your provider is not mentioned or listed here.

Special Renewal Offer

are you ready to take the...

digitaleap
DIGITAL MENU SUITE

Add a **Digital Menu Display package** for $1,995,
and get the Digital Menu Suite FREE!

(includes: Digital Menu Display software & Digital Menu Board hardware package - 43" TV, multi-media player, & mount)

WEB MENU INNOVATION



WEBSITE DESIGN & PRINT EMAIL MOBILE DIGITAL DISPLAYS

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board **BOARD MEETING DATE:** July 12, 2018

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

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

INITIAL: GAP
☐ Informational
☒ Action

AGENDA ITEM: RESOLUTION NO. 17/18-0017– BOARD COMPENSATION FOR MISSED MEETINGS

BACKGROUND INFORMATION:
The Governing Board of the San Ysidro School District appreciates the services provided by members of the Board and provides compensation for meeting attendance in accordance with Education Code 35120 and Board Bylaw 9250.

Education Code 35120 provides that the monthly compensation provided to Board members shall commensurate with the percentage of meetings attending during the month unless otherwise authorized by Board resolution. Marcos A. Diaz was absent from the Special Board meetings of June 7, 2018 and June 26, 2018.

RECOMMENDATION:
Adopt Resolution No. 17/18-0017 recognizing that Marcos A. Diaz was absent from the Special Board Meetings of June 7, 2018 and June 26, 2018 due to hardship and received the maximum monthly compensation for that month.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

Financial Implications?	Are funds for this item available in the 2017-2018 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$264.60	General Fund	--
(Amount)	(Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

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

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD

RESOLUTION NO. 17/18-0017

BOARD COMPENSATION FOR MISSED MEETINGS

WHEREAS, the Governing Board of the San Ysidro School District appreciates the services provided by members of the Board and provides compensation for meeting attendance in accordance with Education Code 35120 and Board Bylaw 9250; and

WHEREAS, Education Code 35120 provides that the monthly compensation provided to Board members shall be commensurate with the percentage of meetings attended during the month unless otherwise authorized by Board resolution; and

WHEREAS, Education Code 35120 specifies limited circumstances under which the Board is authorized to compensate a Board member for meetings he/she missed; and

WHEREAS, the Board finds that Marcos A. Diaz did not attend the Special Board meeting on June 7, 2018 and June 26, 2018, for the following reason(s):

[ ] Performance of other designated duties for the district during the time of the meeting
[ ] Illness or jury duty
[X] Hardship deemed acceptable by the Board

NOW, THEREFORE, BE IT RESOLVED, that the Governing Board of the San Ysidro School District approved full compensation of the Board member for the month of June 2018.

PASSED AND ADOPTED THIS 12th day of July, 2018 at a regular meeting, by the following vote:

AYES:_____ **NOES:**_____ **ABSENT:**_____ **ABSTAIN:** _____

Attest:

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

_____
Rosaleah Pallasigue, Board President

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board **BOARD MEETING DATE:** July 12, 2018

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

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

INITIAL: GAP

☐ Informational
☒ Action

AGENDA ITEM: RESOLUTION NO. 17/18-0018 – BOARD COMPENSATION FOR MISSED MEETINGS

BACKGROUND INFORMATION:
The Governing Board of the San Ysidro School District appreciates the services provided by members of the Board and provides compensation for meeting attendance in accordance with Education Code 35120 and Board Bylaw 9250.

Education Code 35120 provides that the monthly compensation provided to Board members shall commensurate with the percentage of meetings attending during the month unless otherwise authorized by Board resolution. Antonio Martinez was absent from the Special Board meeting June 26, 2018.

RECOMMENDATION:
Adopt Resolution No. 17/18-0018 recognizing that Antonio Martinez was absent from the Special Board Meeting of June 26, 2018 due to hardship and received the maximum monthly compensation for that month.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

Financial Implications?	Are funds for this item available in the 2017-2018 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$264.60	General Fund	--
(Amount)	(Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

Gina A. Potter

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

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD

RESOLUTION NO. 17/18-0018

BOARD COMPENSATION FOR MISSED MEETINGS

WHEREAS, the Governing Board of the San Ysidro School District appreciates the services provided by members of the Board and provides compensation for meeting attendance in accordance with Education Code 35120 and Board Bylaw 9250; and

WHEREAS, Education Code 35120 provides that the monthly compensation provided to Board members shall be commensurate with the percentage of meetings attended during the month unless otherwise authorized by Board resolution; and

WHEREAS, Education Code 35120 specifies limited circumstances under which the Board is authorized to compensate a Board member for meetings he/she missed; and

WHEREAS, the Board finds that Antonio Martinez did not attend the Special Board Meeting on June 26, 2018, for the following reason(s):

[ ] Performance of other designated duties for the district during the time of the meeting
[ ] Illness or jury duty
[x] Hardship deemed acceptable by the Board

NOW, THEREFORE, BE IT RESOLVED, that the Governing Board of the San Ysidro School District approved full compensation of the Board member for the month of June 2018.

PASSED AND ADOPTED THIS 12th day of July, 2018 at a regular meeting, by the following vote:

AYES:_____ **NOES:**_____ **ABSENT:**_____ **ABSTAIN:** _____

Attest:

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

_____
Rosaleah Pallasigue, Board President

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 12, 2018

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

FROM:
Educational Services
Manuela Colom, Executive Director

INITIAL:
☐ Informational
☒ Action

AGENDA ITEM: DISPOSAL OF OBSOLETE/OUTDATED INSTRUCTIONAL MATERIALS

BACKGROUND INFORMATION:
Pursuant to California Education Codes 60510, 60511, and 60530, districts may dispose of unusable surplus or undistributed obsolete instructional materials by means of sale, donation and/or destruction (recycle).

Due to the recent adoption of Mathematics, English Language Arts (ELA) and English Language Development (ELD), there is a need to dispose of all old and obsolete materials listed below, to allow space for the new materials:

- Houghton Mifflin Medallion - ELA/ELD/Math (K-6)
- Houghton Mifflin – Math (K-6)
- Holt, Rinehart and Winston -ELA (7-8)
- Thompson Heinle - ELD (7-8)
- Holt – Algebra/Pre-Algebra (7-8)

The District also seeks authorization to post for any individuals, agencies, and organizations that may be interested in submitting a bid to purchase these materials. Any materials that are not sold, will be donated and/or recycled.

RECOMMENDATION:
Approve the disposal of outdated/obsolete instructional materials from all our school libraries by means of sale, donation, recycling and/or destruction.

LCAP GOAL AND ACTION/SERVICE:
Goal 2: Safety, Climate and Student Engagement

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

Financial Implications?	Are funds for this item available in the 2018-2019 Budget?	Requisition #
☐ Yes ☒ No	☐ Yes ☐ No	
N/A (Amount)	N/A (Name of funding source and/or location)	-- (Funding account number)

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

Superintendent's Office Certification:

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

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 12, 2018

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

FROM:
Educational Services
Manuela Colom, Executive Director

INITIAL:
☐ Informational
☒ Action

AGENDA ITEM: MEMORANDUM OF UNDERSTANDING 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. During the past years, the Parent Institute for Quality Education has provided parent training courses at all of our K-8 schools. PIQE recruits parents, provides a needs-assessment session, conducts a series of weekly training sessions for parents and holds graduation ceremonies with certificates issued 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.

Because of the success of this program during these past years, the District would like to continue to have the PIQE program available at all school sites within the District to provide these services for parents which will assist with the achievement of students.

RECOMMENDATION:
Approve the Memorandum of Understanding with the Parent Institute for Quality Education (PIQE) for the 2018-19 school year at a cost up to $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 **Business Services Reviewed:** _____

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

$42,000.00	Title I Fund	--
(Amount)	(Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

Gina A. Potter

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

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

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 13th day of July, 2018, 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	crussian@piqe.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, 2018 To: June 30, 2019

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.

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 RESPONSIBLIITIES 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

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 appropriates 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).

Primary Coverage

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

Notice of Cancellation

The Provider shall file, with the District, Certificates of Insurance indicating a thirty-day (30) cancellation notice and naming the **SAN YSIDRO SCHOOL DISTRICT** as an **additional insured with endorsements attached.**

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

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

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
3. If coverage is canceled or non-renewed, and not replaced ***with another claims-made policy form with a Retroactive Date prior to*** the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of ***five (5)*** years after completion of work.

Verification of Coverage

Consultant shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the District before work/services commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

(1) Neither District nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns and other disturbances; sabotage or judicial restraint.

(2) Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

5.2 SUSPENSION OF SERVICES

The District may, in its sole discretion, suspend all or any part of Services provided hereunder with cost to date of suspension. Consultant may not suspend its services without District's express written consent.

5.3 TERMINATION OF AGREEMENT

(1) Termination. District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to District to date of the notice of termination and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

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

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

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

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

(1) All materials and data, including but not limited to, data on electronic or magnetic media and any materials, documents and data required to be made or kept pursuant to federal, state or local laws, rules or regulations, prepared or collected by Consultant pursuant to this Agreement, shall be the sole property of the District, except that Consultant shall have the right to retain copies of all such documents and data for its records. District shall not be limited in any way in its use of such materials and data at any time, provided that any such use not within the purposes intended by this Agreement shall be at District's sole risk and provided that Consultant shall be indemnified against any damages resulting from such use, including the release of this material to third parties for a use not intended by this Agreement.

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

(3) The District is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 (AB 1584), the California Education Code, the Children's Online Privacy and Protection Act (COPPA), the Family Educational Rights and Privacy Act (FERPA), and HIPAA Privacy regulations and any other privacy laws, policies and regulations that may apply such as American Recovery and Reinvestment Act of 2009 ("ARRA") and the Health Information Technology and Economic Clinical Health Act of 2009 ("HITECH").

AB1584 requires, in part, that any agreement entered into, renewed or amended after January 1, 2015 between a local education agency (LEA) and a third-party service provider must include certain terms; and the LEA and the Service Provider desire to have this Agreement and the services provided comply with AB1584. This includes to all forms of protected health information, including paper, oral, and electronic, etc. Furthermore, only the minimum health information necessary to conduct business is to be used or shared.

- Pupil records obtained by the Consultant/Service Provider from LEA/District continue to be the property of and under the control of the District. The Consultant will obtain information regarding disciplinary and/or behavioral events for the purpose of allowing District personnel to improve and provide services to pupils. The Consultant will not be obtaining pupil-generated content.
- In the event of an unauthorized disclosure of a pupil's records, the Consultant shall report to an affected parent, legal guardian, or eligible pupil pursuant to the following procedure; written communication to the District's Superintendent, Deputy Superintendent and/or designee.
- The Consultant shall not use any information in a pupil record for any purpose other than those required or specifically permitted by this Professional Services Agreement.
- Consultant certifies that a pupil's records shall not be retained or available to the Consultant upon completion of the terms of this Professional Services Agreement.
- District agrees to work with Consultant to ensure compliance with FERPA.
- Consultant shall not use personally identifiable information in pupil records to engage in targeted advertising.
- Pupil records include any information directly related to a pupil that is maintained by the District or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other District employees. Pupil records does not include/not mean de-identified information (information that cannot be used to identify an individual pupil) used by the third party to (1) improve educational products for adaptive learning purposes and for customized pupil learning; De-identified information, including aggregated de-identified information. (2) Demonstrate the effectiveness of the operator's products in the marketing of those products; or for the development and improvement of educational sites, services, or applications.

5.5 SAFETY

Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

5.6 PROJECT STAFFING

Consultant shall provide adequate staff and resources to facilitate all Consultant activity. Should Consultant fail to adequately staff a project, the District may, at its sole discretion, retain third party consulting services and back charge Consultant for all third party fees.

5.7 INDEMNIFICATION

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.

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. 35th 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:	mcolom@sysd.k12.ca.us	

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	**San Ysidro School District**
Firm Name	Firm Name
Signature of Authorized Agent	Signature
Print Name, Title	Gina A. Potter, Ed.D., Superintendent 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 ECTION 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 Assemby Bill 1667.

Consultant _____

Name/title of authorized representative *(Print)* _____

Signature _____ Date _____

EXHIBIT A

MEMORANDUM OF UNDERSTANDING

To: Ms. Manuela Colom, Executive Director of Curriculum and Instruction

From: Carmen Russian, Executive Director

Date: June 1, 2018

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 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. 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.

C. Period of Performance: During School Year 2018 – 2019.

Compensation:

1. The school agrees to pay a flat fee of (no less than $6,000) per school for the implementation of the PIQE program. The flat fee covers the cost of (1 or 2) instructors and material for a maximum of (35 – 60) parents. In addition, a fee of $150.00 will be assessed for each parent graduate (those who attended four or more classes during the 9-week course) exceeding the 70 parent maximum. **Initials**_____

2. If any of the school is interested in opening an additional class the district will agree to pay an additional $2,000. **Initials**_____

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 _____ under the terms and conditions noted.

_____ Date _____

Gina A. Potter, Ed.D., Superintendent
San Ysidro School District

Board Approved: _____

_____ Date: _____

Carmen Russian, Executive Director PIQE

22 W. 35th Street Suite 203, National City, CA 91950
Telephone: 619-420-4730 Fax: 619-420-4505
www.piqe.org

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SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 12, 2018

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

FROM:
Educational Services
Manuela Colom, Executive Director

INITIAL:
☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH IMAGINE LEARNING

BACKGROUND INFORMATION:
Imagine Learning was developed to engage students in an award-winning language and literacy software program that features interactive activities, videos, and games that are research-based, instructionally differentiated, and incredibly fun to use. Imagine Learning provides strategic first-language support in 15 languages to facilitate and enhance English language learning. As students become more proficient in English, this language support gradually fades, preparing students for English-only environments.

The agreement with Imagine Learning will be providing our District with the following:

- Seven (7) Annual Imagine Language & Literacy Site Licenses with Premier Plus
- Five (5) Imagine Math Facts Site Licenses

RECOMMENDATION:
Approve the agreement with Imagine Learning for seven (7) Annual Imagine Learning & Literacy Site Licenses and five (5) Imagine Math Facts Site Licenses for the 2018-19 school year at a cost up to $180,000.00 from the Title III 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 **Business Services Reviewed:**

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

$180,000.00	Title III Fund	--
(Amount)	(Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

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

ImagineLearning

Proposal

Quote Number	QT54950
Quote Date	6/27/2018
Valid Until	7/31/2018
Partnership Manager	Yadira Cervantes

Bill To
San Ysidro School District
4350 Otay Mesa Rd.
San Ysidro CA 92173

Ship To
San Ysidro School District
4350 Otay Mesa Rd.
San Ysidro CA 92173

Any questions about this proposal may be directed to your Area Partnership Manager, Yadira Cervantes, at (714) 345-9389 or yadira.cervantes@imaginelearning.com.

Quantity	Description	Unit Price	Ext. Price
7	Imagine Language & Literacy Site License with Premier Plus All students enrolled have an Imagine Language & Literacy license for one year from date of purchase. A Premier Plus Success Level includes: - Access to online getting started videos for initial teacher training - Access to live online training (see website for current schedule) - Custom on-site workshops (training, planning, data, modeling, etc). Up to 5 per year - Priority one response times for technical phone support - Designated local customer success manager to help navigate planning, teacher modeling and coaching, and implementation best practices - Option for district LMS integration Valid 08/01/2018 - 07/31/2019	40,000.00	280,000.00
5	Imagine Math Facts Site License All students enrolled have an Imagine Math Facts license for one year from date of purchase. Valid 08/01/2018 - 07/01/2019	5,000.00	25,000.00
	Subtotal		305,000.00
	Preferred Customer Discount		-125,000.00
	This purchase includes Imagine Language & Literacy Site Licenses for all middle schools in the district at no charge.		
	San Ysidro School District _____ Gina A. Potter, Ed.D., Superintendent Date: _____ Board approved: _____		
		Total:	**$180,000.00**

Include the Quote Number (top right) on all Purchase Orders. Please fax, email, or mail to:

Fax: 866-507-9270
Email: PO@imaginelearning.com
Mail: Imagine Learning, Inc.
382 W. Park Circle Suite 100
Provo UT 84604

This proposal is provided as a courtesy to you, our customer. Any taxes, duties, and fees are estimates only and are provided for planning purposes. Actual amounts will be invoiced.
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Should you have any questions concerning these Agreements, please contact the Company at

Imagine Learning, Inc., 191 River Park Drive, Provo, UT 84604

Phone toll free: 1-866-ILSUPPORT; 1-866-457-8776; fax: 801-377-5072; or email: support@imaginelearning.com.

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Imagine Learning
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This policy outlines Imagine Learning compliance with federal privacy laws and details our data stewardship and security practices.

COPPA compliance

The primary users of Imagine Learning are young children. The Children's Online Privacy Protection Act (COPPA) protects children under the age of 13. School officials and teachers are authorized under COPPA to provide consent on behalf of parents; therefore, Imagine Learning does not obtain parental consent directly. A teacher or school district official provides consent for a child under the age of 13 to use Imagine Learning when they create an Imagine Learning account for that child.

For more information about COPPA, you may visit OnGuard Online.

FERPA compliance

The Family Educational Rights and Privacy Act (FERPA) provides parameters for what is permissible when sharing student information. Imagine Learning is authorized by schools and districts under the FERPA "school official" exception to receive and use educational data to provide educational services. This data has significant educational value; apart from enabling the creation of accounts with which students access the Imagine Learning individualized learning path, the data allows teachers to track student growth and identify students who need intervention. This information is used only for academic purposes. We do not collect data for collection's sake, and access is limited and appropriate. See *Data Stewardship* for more information about how we use and protect data we collect.

Data Stewardship

This section provides information about Imagine Learning data stewardship practices and explains how we collect, use, and maintain student personal information.

Data collection

When a school or district creates a student account, Imagine Learning begins to collect information about students. Some of the data stored is personally identifiable information (PII).

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The following is a list of data fields that are populated to create a student account.

- First name
- Last name
- Grade level
- Language
- Student number
- Student username
- Password
- Organization number
- SSO ID

As students use Imagine Learning, additional data is collected, including assessment scores, curriculum progress, student audio recordings, and student responses to writing prompts.

Imagine Learning also collects some personal information about teachers and administrators when a school or district creates accounts. This data potentially includes first and last name, e-mail address, and school or district name.

Data use

Data we collect is used to provide educational services. For example, Imagine Learning makes audio recordings of a child reading and speaking. The audio recordings are played back to the child so she hears how she sounds. Teachers listen to the audio files for an accurate and descriptive measure of student progress. These audio recordings dramatically increase student reading and language fluency.

Imagine Learning tracks and assesses a student's development as they progress through the curriculum. This data is used to generate reports that allow teachers to evaluate student progress, identify students who need intervention, and discover students that can be taught together as a group. Imagine Learning does not sell student personal information, nor do we use or disclose the student information we collect for behavioral targeting of advertisements to students.

We retain some de-identified data (data we have made anonymous by removing all personally identifiable information) to conduct statistical research. This research helps us evaluate the effectiveness of Imagine Learning and improve our product.

Data disclosure and access

Imagine Learning acknowledges the right parents and legal guardians have under FERPA to review any educational data we collect pertaining to their children. Upon request, and after verifying identity, we will provide parents and legal guardians access to this data within 45 days. However, we recommend that parents first contact their child's school.

PII data collected by Imagine Learning is accessible only to a limited number of Imagine Learning employees who need the data to perform their job.

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Data retention and management

Data maintained by Imagine Learning is protected in a secure environment. See *Security Overview* for more information about Imagine Learning security practices.

All PII provided to Imagine Learning will be destroyed upon termination of our relationship with the school or district, or when it is no longer needed for the purpose for which it was provided.

Data destruction

Imagine Learning employs United States Office of Education best practice recommendations for data destruction.

Imagine Learning uses these processes for data destruction:

- Data is destroyed within 90 days of termination of a relationship with a school or district.
- Data is destroyed using National Institute of Standards and Technology (NIST) clear method sanitization that protects against non-invasive data recovery techniques.
- Sensitive data will not be disposed of using methods (e.g.; file deletion, disk formatting, and one-way encryption) that leaves the majority of data intact and vulnerable to being retrieved.
- The individual who performs the data destruction signs a certification form describing the destruction.
- Occasionally, non-electronic media used within Imagine Learning may contain PII. When these documents are no longer required, the non-electronic media is destroyed in a secure manner (most typically using a shredder) that renders it safe for disposal or recycling.

Security overview

At Imagine Learning, we are serious about our data stewardship responsibilities. We have implemented several security measures to protect PII from unauthorized disclosure.

Software security

Imagine Learning has implemented privacy and security practices which are compliant with FERPA and COPPA; however, to achieve comprehensive protection of student PII, it is necessary for each school or district to use secure practices as well.

Data encryption

Data is encrypted in transit and at rest.

File Transfer Protocol

Data is securely transferred to Imagine Learning using File Transfer Protocol (FTP) over secure (SSL/TLS) cryptographic protocol.

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Firewalls
Anti-virus software and firewalls are installed and configured to scan our system. The firewall is periodically updated and configured so users cannot disable the scans.

Security audits
Imagine Learning conducts security audits and code reviews, both by outside providers and by executive summary.

Secure programming practices
Imagine Learning software developers are aware of secure programming practices and strive to avoid introducing errors in our application (like those identified by OWASP and SANS) that could lead to security breaches.

Account protection
Each user of Imagine Learning is required to create an account with a unique account name and password. Single Sign-On (SSO) users are authenticated with secure tokens.

Facility security
Imagine Learning is located inside the continental United States. Physical access is protected by electronic access devices, with monitored security and fire/smoke alarm systems.

Employee compliance with security procedures
Imagine Learning has designated a chief security officer to oversee employee security training and compliance. The chief security officer also oversees the storage and destruction of sensitive data.

Changes to our privacy policies
Imagine Learning periodically reviews the processes and procedures described in this document to verify that we act in compliance with this policy. If we determine that a change is necessary to improve our privacy practices, we may amend this policy. Changes will be posted 30 days prior to their implementation.

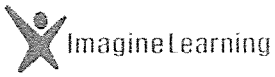
Privacy policy effective: January 1, 2015

Policy last updated: January 23, 2015

Contact us
If you have questions or concerns about Imagine Learning privacy practices, you may send an email to privacy@imaginelearning.com.

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Imagine Learning



Site Privacy Policy

Last modified: 16 May 2017

Imagine Learning, Inc. ("Imagine Learning," "we" or "us") respects your privacy and is committed to protecting it through our compliance with this Privacy Policy. This Site Privacy Policy describes the types of information we may collect from you when you visit our websites located at www.imaginelearning.com and university.imaginelearning.com (collectively, the "Site"), how we use such information, with whom we share it, how we protect it, and the choices we offer you regarding our collection and use of such information. This Site Privacy Policy does *not* govern Imagine Learning's student-focused products and services, specifically Imagine Language & Literacy, Imagine Español, Imagine Math, and Imagine Math Facts and their associated websites including: go.imaginelearning.com, my.imaginelearning.com, client.imaginelearning.com, espanol.imaginelearning.com, bigbrainz.com/web, and lms.thinkthroughmath.com. Please visit https://imaginelearning.com/privacy for the Privacy Policy governing these student-focused products and services.

Please read this Site Privacy Policy carefully. By using the Site, you agree to the terms of this Site Privacy Policy. If you do not agree with the terms of this Site Privacy Policy, do not use the Site.

Contents

1. Types of Information We Collect
2. How We Use the Information We Collect
3. Information We Share
4. Your Choices
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6. Imagine Learning Protects Your Information
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8. Links to Other Sites
9. Changes to Our Site Privacy Policy
10. Questions and Suggestions

Types of Information We Collect

We may collect personal information from you, meaning information about you that can uniquely identify you, such as your name, mailing address, email address, and telephone number, if you choose to provide us with such information. We may also collect information about you that does not uniquely identify you, such as information about your school or organization, or related to your account settings and preferences, if you

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choose to provide us with such information. We collect such information in various ways, including if you:

- register for an Imagine University account on the Site;
- place an order for products, materials or services on the Site; and/or
- request information from us by submitting a form on the Site.
- In addition, when you visit Site, we may collect certain information by automated means, such as cookies. A "cookie" is a text file that websites send to a visitor's computer or other Internet-connected device to uniquely identify the visitor's browser or to store information or settings in the browser. We also may use third-party website analytics tools (such as Google Analytics) that collect information about visitor traffic on our Site. The information we may collect by automated means may include, but is not limited to, the following:
- information about the devices you use to access the Internet (such as the IP address and the type of the device, its operating system type and web browser);
- dates, times and duration of visits to the Site (including whether you are a repeat or first time visitor); and/or
- information on actions taken on the Site (such as page views and site navigation patterns).

Your web browser may let you choose your preference as to whether you want to allow websites to collect personal information over time about your online activities across different websites or online services. As stated above, we may enable third parties to collect information in connection with the Site. This Site Privacy Policy does not apply to, and we are not responsible for, any collection of information by third parties on our Site.

How We Use the Information We Collect

Email Address: This is used as your Imagine University login; it uniquely identifies your Imagine University account. Correspondence concerning your Imagine University account will be sent to this email address.

Imagine University Information: Some information used in Imagine University, such as district and school name, are required for reporting purposes. Other information, such as course feedback and user preferences, may also be collected.

We may use the information we obtain about you to:

- understand your needs and interests and tailor the Site and our products and services accordingly;
- maintain a record of your transactions on the Site;
- respond to your questions and comments and provide customer support;
- communicate with you about our products and services and our offers, events, and promotions;
- operate, evaluate, and improve our business and the products and services we offer;
- enforce our End-User Software License Agreement and other agreements, as applicable; and/or
- comply with applicable legal requirements and industry standards.

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- We also may use the information we obtain about you in other ways for which we provide specific notice at the time of collection.

Information We Share

We may disclose aggregated information about our users without restriction. However, we do not share your personal information with third parties except as described in this Site Privacy Policy.

We may disclose your personal information to our subsidiaries and affiliates, or to contractors, service providers, and other third parties we use to support our business. Such third parties are bound by contractual obligations to keep personal information confidential and use it only for the purposes for which we disclose it to them. We may also disclose your personal information to: (i) comply with any court order, law or legal process, including to respond to any government or regulatory request; (ii) enforce or apply our End-User Software License Agreement and other agreements, as applicable; and/or (iii) if we believe disclosure is necessary or appropriate to protect the rights, property, or safety of Imagine Learning, our customers, or others. We also reserve the right to disclose your personal information to a buyer or other transferee in the event of a merger, divestiture, restructuring, reorganization, dissolution, sale or other transfer of some or all of our assets.

Your Choices

We offer you the following choices about what information we collect from you and how we communicate with you:
Cookies: Most browsers will tell you how to stop accepting new cookies, how to be notified when you receive a new cookie, and how to disable existing cookies. Please note, however, that without cookies you may not be able to take full advantage of all of the Site's features.
Website Analytics: You may opt-out of the collection and use of data about you by Google Analytics on the Site by visiting https://tools.google.com/dlpage/gaoptout and downloading and installing the Google Analytics Opt-out Browser Add-on.
Marketing Emails: You may choose not to receive marketing email communications from us by clicking on the "unsubscribe" link at the bottom of our marketing emails.
Newsletter: You may choose to unsubscribe from our newsletter by adjusting your preferences using your account on the Site. Please note that unsubscribing from our newsletter will not unsubscribe you from our marketing emails. You may unsubscribe from our marketing emails as set forth above.

Accessing and Correcting Your Personal Information

You can review and change your personal information by logging into your Imagine University account on the Site and visiting your account profile page. You may also send us an email at imagineuniversity@imaginelearning.com to request access to, correct, or delete any personal information that you have provided to us.

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SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 12, 2018

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

FROM:
Educational Services
Manuela Colom, Executive Director

INITIAL:
☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH QUALTRICS LLC

BACKGROUND INFORMATION:
Qualtrics is a survey platform that has developed a series of proprietary computer software programs that facilitate and automate the process of conducting surveys, polls, intercepts and reports.

Qualtrics features include:

- 100+ question types
- Sophisticated logic
- Randomization
- Scoring
- Translation
- Hundreds of other advanced features

San Ysidro School District would like to continue with these services for the 2018-2019 school year.

RECOMMENDATION:
Approve the agreement with Qualtrics LLC for the 2018-19 school year at a cost up to $22,050.01 from the supplemental and concentration fund.

LCAP GOAL AND ACTION/SERVICE:
N/A

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

Financial Implications?	Are funds for this item available in the 2018-2019 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	
$22,050.01 (Amount)	Supplemental & Concentration Fund (Name of funding source and/or location)	-- (Funding account number)

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

Superintendent's Office Certification:

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

qualtrics EXPERIENCE MGMT

BILL TO
San Ysidro Elementary School District | San Ysidro
4350 Otay Mesa Rd
San Ysidro CA 92173

QUALTRICS LLC
333 W. RIVER PARK DRIVE
PROVO UT 84604
(801) 709-2160
ar@qualtrics.com
Tax ID: 45-4964116

QUOTE

#48818

Start Date 8/11/2018
End Date 8/10/2019

Date 6/11/2018
Net 30

DESCRIPTIONS

K-12 District Research Suite License Number of Students: 4842, Included Brands: 1, Included Themes: 1 Included Users: 50
API Feature
File Upload Feature
Offline Mobile App Feature
Signature Question Type Feature
SMS Surveys Feature
Single-Sign-On (SSO) Feature
Text Highlighting Feature
Vocalize Solution
District Level View Access
Principal Level View Access

SUBTOTAL **USD $33,620.81**

DISCOUNT **USD $-11,570.80**

CONTRACT TOTAL **USD $22,050.01**

TOTAL USD $22,050.01

This is not an invoice

Qualtrics Service Order

Standalone

This Qualtrics Service Order ("**Service Order**") is entered into between Qualtrics, LLC ("**Qualtrics**") and **San Ysidro Elementary School District** ("**Subscriber**") as of this **August 11, 2018** ("Starting Date").

Qualtrics has developed a series of proprietary computer software programs that facilitate and automate the process of conducting surveys, polls, intercepts, and reports (the "**Software**"). Qualtrics provides its clients access to the Software as end users via an application service provider (ASP) model, in which Qualtrics uses, operates, and makes available the applicable software, network, systems, and other technologies in order to provide the Services (as defined below) to clients via the Internet and a web browser. Qualtrics utilizes the services of third party hosting facilities which are attested SSAE-16 SOC I Type II.

For all purposes of this Service Order, the term "**Services**" shall mean and refer to the specific version of the Qualtrics survey, poll, reviews, intercept, and reporting services specified herein and accessible at www.qualtrics.com.

Therefore, (i) Subscriber desires to utilize the Services, and Qualtrics desires to provide the Services to Subscriber and (ii) Subscriber agrees to not reverse engineer or tamper with the security of the Software.

The subscription services described following page 3 of this Service Order sets forth the certain specific Services, which Qualtrics will provide to Subscriber, the time during which Qualtrics will provide such Services, and the fees payable to Qualtrics by Subscriber therefor. Prices shown do not include sales or other taxes that may apply. This Service Order is not an invoice. Subscriber agrees that Qualtrics may use partners for certain portions of the Services.

Qualtrics and Subscriber agree that this Service Order and the Services provided hereunder are subject to the Terms of Service at https://www.qualtrics.com/terms-of-service/ and the Privacy Statement at https://www.qualtrics.com/privacy-statement/.

This Service Order has been prepared and written in English. Any non-English translation of this Service Order is provided for convenience only and is not valid or legally binding. In case of a conflict between this Service Order and any translation, the English version will control.

[*Remainder Intentionally Left Blank; Signature Page Follow*]

Qualtrics Service Order

Signature Page

Qualtrics, LLC	**Subscriber:**
By (signature):* _____	By (signature): _____
Name:	Name:
Title:	Title:
Date:	Date:

Qualtrics Primary Contact	**Subscriber Primary Contact:**
Name: **Judd Thompson**	Name: **Manuela Colom**
Phone: **801-429-9606**	Phone: **(619)428-4476 Ext. 3027**
Email: **juddt**@Qualtrics.com	Email: **mcolom@sysd.k12.ca.us**

1. **QUALTRICS SERVICES:** Develop, maintain, and host the website that includes all survey, intercept, panel, and assessment development tools, e-mail delivery, online analysis tools, online libraries, tutorials and support facilities. System updates, disaster recovery backup, and maintenance are included.
2. **SUBSCRIPTION AND RENEWAL:** The term and subscription are outlined below. It is the current practice of Qualtrics to send renewal notices to Subscriber sixty (60) days before the end of the then-current term. Upon expiration of the initial and each successive term, this Service Order for identical Services shall automatically renew for a successive term with a price increase no greater than five percent (5%) at each renewal, unless either Party provides written notice of nonrenewal at least forty-five (45) days prior to the end of the then-current term.
3. **TERMINATION:** Notwithstanding any termination for convenience rights in this Service Order or a master services agreement, Subscriber may terminate this Service Order for convenience provided all fees are paid as set forth herein.
    a. If Subscriber desires to terminate for convenience in the middle of a multi-year Service Order, then Subscriber must pay the fees for the remainder of the multi-year Service Order prior to termination for convenience.
4. **SUPPORT AND TRAINING:** Qualtrics will provide online tutorials and respond to e-mails and phone calls 24 hours a day, 7 days a week, excluding major international holidays. Standard (non-custom) trainings are provided via webinars and other online training materials. The webpage www.qualtrics.com/support has training materials, support contact information and materials, and a portal to submit support tickets. Custom trainings can be provided upon request for an additional fee, either via online webinar or on-site. Fees for such custom training will be agreed by Qualtrics and Subscriber upon request.
5. **ACADEMIC LICENSE (if applicable):** If you are an academic institution on an academic license, your use of the Services is restricted to academic or research purposes. Services may be used only by students, staff or faculty of your institution. Commercial use of the Services is prohibited and includes, without limitation, use of the Services on behalf of other institutions or entities for compensation.
6. **PAYMENT TERMS:** 30 days following invoice
7. **REGION OF DATA CENTER:** ☒ U.S. ☐ E.U. ☐ Canada ☐ Australia
8. **ADDITIONAL TERMS**

TO BE COMPLETED BY SUBSCRIBER

Purchase Order Required?	☐ No ☒ Yes (enter number if available):
Email Address for Invoice Submission	elizabeth@sysd.k12.ca.us
Billing Address for Invoice	San Ysidro School District 4350 Otay Mesa Road San Ysidro, CA 92173 Attn: Accounts Payable
Invoicing Instructions (if applicable)	

Qualtrics Service Order

Research Suite Features		
	Feature	**1 Year Term**
Completed Response Limit	**Unlimited**	
Number of Users	**Unlimited**	
Themes	**1**	
Adobe Analytics	☐	Additional Notes:
Advanced Quotas	☐	
API Access	☐	
File Upload Question Type	☒	
Offline Survey App	☐	
Salesforce.com Integration	☐	
Screen Out Reporting	☐	
Single Sign-On	☐	
Signature Question Type	☒	
SMS Surveys	☒	
Tableau Integration	☐	
Text Highlighting Question	☐	
Vanity URL	☐	
Brand URL: .qualtrics.com		
Total: $22,050		

A checked box ☒ means that particular feature is enabled in Subscriber's account; details below.

Qualtrics Service Order

RESEARCH SUITE FEATURE DESCRIPTIONS

Descriptions may also be found www.qualtrics.com/support

ADOBE ANALYTICS: Links Research Suite responses and respondent ID to Adobe Analytics (Site Catalyst) visitor profile ID for reporting in Research Suite or Adobe Analytics reporting and analytics modules.

ADVANCED QUOTAS: Cross Logic and Multiple Match Handling survey quota (limit) options.

API ACCESS: Enables bi-directional integration between Research Suite and third party information systems and databases using the Qualtrics REST APIs.

COMPLETED RESPONSE LIMIT: The maximum amount of completed survey responses allowed in the license per Term. As reasonably possible, Subscriber will be notified by email or telephone when Subscriber is near or at this limit. Additional responses may be purchased as specified under Options.

FILE UPLOAD QUESTION TYPE: Allows files to be uploaded into a survey if allowed by the survey creator. This feature should only be used for non-confidential graphics and files.

NUMBER OF USERS (distribution of usernames and passwords): The maximum number of user accounts allowed to access the Software. Subscriber will name a Brand Administrator—a Qualtrics Software administrator—who is responsible for the brand's user management. Qualtrics will supply the Brand Administrator with login credentials. Subsequently, the Brand Administrator will have full administrator access to create new users and manage options for the Brand.

OFFLINE SURVEY APP: Offline survey application for mobile device with no Internet connection required. Survey results are uploaded to the Qualtrics Service when an Internet connection is established.

SALESFORCE.COM INTEGRATION: Trigger surveys from Salesforce events, and save survey response data into Salesforce.

SCREEN OUT REPORTING: Identifies and reports on respondents who terminate the survey without collecting their response(s).

SIGNATURE QUESTION TYPE: Enables the survey creator to insert a question that allows the respondent to scribble in a designated area.

SINGLE SIGN-ON: Access to the Qualtrics interface requires authenticating to the Subscriber's internal systems using protocols such as X.509 and LDAP.

SMS SURVEYS: Surveys may be distributed via Simple Message Services. Subscriber may use access codes consisting of 3-15 alpha-numeric characters prefixed with '@'. Access codes are allocated on a first come, first served basis, and linked to the short-code (phone number) for a particular survey. Qualtrics reserves the right to determine if an access code is appropriate; inappropriate codes will be revoked. SMS charge details are found at this link and may be updated from time-to-time: http://qualtrics.com/docs/Qualtrics_SMS_Pricing.pdf. Each message costs at least US$0.01 per 160 characters total and is subject to change without notice depending on the carrier's charges. Current pricing may be found on the Qualtrics web site. Any message greater than 160 characters will be charged in 160-character increments. Messages include survey question, survey response, and errors (undeliverable messages). End of survey text is part of the message, and will account for additional characters. *Not all SMS functions are available in all regions, and may require special setup.*

TABLEAU INTEGRATION: Allows users of Tableau Desktop to connect to their Qualtrics data via OData.

TEXT HIGHLIGHTING QUESTION: Allows the creator of the survey to capture feedback on selections of text for messaging optimization.

Qualtrics Service Order

THEMES: The corporate branded solution includes themes in a library that can be used to change the look and feel of a survey. Subscriber will have the ability to request new themes, for additional cost, that will fit their branding up to a maximum specified in the table. Once a theme is created, it may be modified for an additional cost.

VANITY URL: Replaces Qualtrics survey URL with own name (e.g. Subscriber.qualtrics.com).

Terms of Service

If a valid master agreement exists between you and Qualtrics, those terms take precedence over these Terms. See Section 13.1 for further details.

Qualtrics Terms of Service These Terms may be updated from time to time as explained in Section 13.4. We encourage you to refer to these Terms regularly to ensure your compliance. They can be found at www.qualtrics.com/terms-of-service (https://www.qualtrics.com/terms-of-service/).

1. **Acceptance of Terms**

FEEDBACK

Please read these Terms of Service ("**Terms**") carefully before using www.qualtrics.com (the "**Website**") or the products or services offered by Qualtrics (the "**Services**"). Terms take effect when you click an "I Accept" button or check box presented with these Terms or, if earlier, when you use any of the Services or Website. You represent to us that you are lawfully able to enter into contracts (e.g., you are not a minor). If you are agreeing to these Terms for an entity, such as the entity you work for, you represent to us that you have legal authority to bind that entity. For purposes of these Terms, "**you**" means you and the entity you represent and also refers to any person accessing the Services by any method on your behalf.

2. **Description of Qualtrics Services**

FEEDBACK

2.1 Qualtrics, LLC ("**we**" or "**us**") provides two types of Services:

a. "**Subscription Services**", which are the series of proprietary computer software programs developed by us as delivered to you that facilitate and automate the process of conducting surveys, polls, intercepts, and reports ("**Software**"), products and related systems, security, updates and improvements thereto and support services accessed by you using a web browser and the Internet under an Application Service Provider (ASP) model. Subscription Services are specified in a service order ("**Service Order**") and are purchased on an annual or multi-year basis as set forth in a Service Order;

b. "**Professional Services**", which are Services other than Subscription Services that we perform and/or provide, including the development and/or delivery of certain deliverables ("**Deliverables**") specified in a statement of work ("**SOW**"), which SOW may contain additional terms therein. Professional Services are purchased on a project basis.

FEEDBACK

2.2 For purposes of these Terms, data includes all survey responses, reports, and any other information input or generated on behalf of you in connection with the Services ("**Data**").

2.3 Subject to your compliance with these Terms and your payment of any applicable fees, Qualtrics grants you a non-exclusive, non-transferable, royalty-free, revocable license to use the Services for your own internal business purposes.

2.4 Qualtrics may make modifications to the Services at any time, as it deems appropriate, and in its sole discretion.

3. **Fees**

3.1 During the Term, you will pay us those certain fees and charges specified on the applicable Service Order or SOW. You are responsible for all applicable taxes on the fees and charges paid by you, including, without limitation, any and all sales, use, and value-added taxes but not any taxes imposed on Qualtrics' income.

3.2 You are responsible for paying the fees for exceeding the limits on responses or users or otherwise on your account.

4. **Your Data**

4.1 You own all right, title and interest in all Data. Except as provided in Section 4.2 below, (a) all such Data are deemed Confidential Information (defined below), and (b) will not be utilized by Qualtrics for any purpose other than to perform its obligations under these Terms. You represent, warrant, and covenant that you have and you will obtain all consents necessary for using and processing the Data in accordance with these Terms.

FEEDBACK

4.2 You hereby grant to Qualtrics a non-exclusive, worldwide, royalty-free, fully paid up, sublicensable (directly and indirectly), transferrable, perpetual and irrevocable license to (a) anonymize and/or aggregate the Data and use such anonymized and/or aggregated data ("**Usage Data**") for our business purposes, including but not limited to deriving statistical, usage data, and other data related to the functionality of the Services, improving the Services, developing and making available other products and services, and sharing such data with our affiliates and business partners, and (b) combine or incorporate such Usage Data with or into other data and information available, derived or obtained from other licensees, users, and/or any other sources (when so combined or incorporated, such data referred to as "**Combined Data**"). We shall own all right, title and interest in Usage Data and Combined Data. For the avoidance of doubt, Usage Data and Combined Data shall not be considered Confidential Information.

5. Use of the Services

5.1 The Services are designed to be used by you using a modern web browser, operating system, and an Internet connection.

5.2 You are responsible for controlling access to your account, including creating a strong password, protecting that password, and preventing unauthorized account usage or users.

5.3 You are responsible for creating backups of your Data.

FEEDBACK

5.4 If using the Services to email third parties, you are responsible to ensure that the third parties have opted in to, or otherwise validly consented to, receiving communications from you.

5.5 Some of our Services may become subject to additional terms specific to that service as set forth in our Service-Specific Terms (https://www.qualtrics.com/service-specific-terms), which are incorporated herein.

6. Unacceptable Usage

6.1 You are solely responsible for all Data, and are liable for your Data and the manner in which you collect or distribute your Data to third parties. We reserve the right to remove any Data from our Service that we determine is in violation of these Terms.

6.2 We may suspend your account at any time without notice for conduct that violates these Terms. Additionally, if you violate these Terms, you may be subject to legal liability and prosecution.

FEEDBACK

6.3 The following is a non-exhaustive list of content and use of the Services that are unacceptable and a violation of these Terms:

a. Use of the Services that violates applicable law;

b. Reverse engineer or tamper with the security of the Services;

c. Resell the Services or permit third parties to use the Services without our prior written consent;

d. Make unauthorized copies of any content in the Services;

e. Except for legal and valid research purposes, upload Data that contains or contains links to nudity, pornography, adult content, sex, profanity, or foul language;

f. Collect sensitive personal information;

g. Upload, send or store malicious software or Data that condones, promotes, contains, or links to warez, cracks, hacks, their associated utilities, or other piracy related information, whether for educational purposes or not;

h. Upload Data that infringes any copyrights, trademarks, patents, trade secrets or other intellectual property;

i. Upload Data that is racist or otherwise extremely offensive to others, including content that aggravates, harasses, threatens, defames or abuses others;

FEEDBACK

j. Upload or display Data that exploits images of children under 18 years of age;

k. Upload binary files or executable code;

l. Perform vulnerability tests, network scans, penetration tests, or other investigative techniques on our software or Services.

6.4 You must comply with all applicable laws, rules, regulations and/ or guidelines including those governing privacy, data protection and spam. Spam includes, without limitation, unsolicited mass e-mail or other messages, promotions, advertising, or solicitations. You agree not to send email messages to any person that has opted out or otherwise objected to receiving messages from you or another sender on whose behalf you may be acting. In plain words, you agree not to send spam.

6.5 If your use of the Services requires you to comply with specific regulations, you are solely responsible for such compliance, unless we agree otherwise. You may not use the Services in a way that would subject us to those specific regulations without our prior written agreement.

FEEDBACK

6.6 You may not make the Service available to, or use the Service for the benefit of, anyone other than you or your users. User accounts cannot be shared by multiple individuals, and each individual should have their own user account to use the Services. User means your employees or other personnel who have been issued an individual password or other secured means of accessing the Services.

7. Qualtrics Software

7.1 We own all right, title and interest in and to the Services as delivered, all related Software and technology, and all of our content provided in connection with the Services, including all intellectual property rights in the foregoing. Nothing contained on this Website should be construed as granting any license or right to use any trademark without our prior written permission.

7.2 We and our licensors exclusively own all right, title, and interest in and to the Services, and any Services-related suggestions, ideas, enhancements, requests, feedback, and recommendations provided by you to us during your use of the Services.

FEEDBACK

7.3 We reserve the right to include traffic generated by all websites we host in our overall accounting of page views, unique users, and other usage measures. This includes providing web traffic measurement companies with all URLs hosted by us for use in our projection of our overall traffic.

8. **Confidential Information**

"Confidential Information" includes these Terms, SOWs, Service Orders, other agreements between you and us, business and marketing plans and strategies, non-public business and technology information, trade secrets, Data, any written materials marked as confidential and any other information, including visual and oral information, which reasonably should be understood to be confidential. Each of you and us will use commercially reasonable efforts, including appropriate technology and industry practices, to ensure the confidentiality, integrity and security of all Confidential Information. We maintain a comprehensive privacy policy at www.qualtrics.com/privacy-statement. The above confidentiality obligations do not apply to information that you or we, as a recipient of such information from the other party, can document and prove: (i) was rightfully in such recipient's possession or known to such recipient prior to receipt of such information; (ii) is or has become public knowledge through no fault of the recipient; (iii) is rightfully obtained by the recipient from a third party without breach of any confidentiality obligation; (iv) is independently developed by employees of the recipient who had no access to such information; or (v) is required to be disclosed pursuant to a regulation, law or court order (but only to the minimum extent required to comply with such regulation or order and, if permitted by applicable law, with advance notice to the recipient).

FEEDBACK

9. **Indemnification**

To the extent allowed by law, you agree to indemnify and hold us, and if applicable, our licensors, subsidiaries, affiliates, officers, directors, and employees harmless against any and all claims and expenses, including reasonable attorneys' fees, arising from the use of the Services. This indemnification expressly includes your responsibility for any and all liability arising from the violation or infringement of copyrights, trademarks or other proprietary rights and from the use of any libelous or unlawful material contained within your Data.

10. **Termination**

10.1 We reserve the right to suspend or terminate your use of the Website and the Services at any time, without notice, if you are found in violation of these Terms.

10.2 Following any termination, Qualtrics will discontinue providing Services, and you will cease using Services. Within thirty (30) days after the end of the Term or termination of this Agreement you will pay to Qualtrics all outstanding undisputed fees due and owing as of the effective date of termination.

11. **Limitations of Warranties**

FEEDBACK

WE MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, ACCURACY, OR COMPLETENESS OF THE WEBSITE, SOFTWARE OR SERVICES. WE DO NOT REPRESENT OR WARRANT THAT: (A) YOUR USE OF THE SERVICES SHALL BE TIMELY, UNINTERRUPTED, OR ERROR-FREE, OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEMS, OR DATA; (B) THE SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS; OR (C) ALL NON-CONFORMITIES CAN BE OR WILL BE CORRECTED. ALL SERVICES PROVIDED BY US HEREUNDER ARE STRICTLY ON AN "AS IS" BASIS. EXCEPT TO THE EXTENT PROHIBITED BY LAW, WE EXPRESSLY DISCLAIM ALL REPRESENTATIONS OR WARRANTIES, CONDITIONS AND REPRESENTATIONS, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, AND MERCHANTABILITY. WE DO NOT MAKE ANY WARRANTIES, REPRESENTATIONS OR CONDITIONS WITH RESPECT TO ANY THIRD PARTY CONTENT, EXPRESS OR IMPLIED.

FEEDBACK

12. **Limitation of Liability**

WE DISCLAIM ANY LIABILITY FOR DAMAGES CAUSED BY OUR SERVICES OR THE CONTENTS OF THIS WEBSITE, UNLESS DUE SOLELY TO OUR INTENTIONAL WRONGDOING. OUR AGGREGATE LIABILITY FOR ANY CLAIM OR DAMAGE ARISING OUT OF OR RELATED TO THE SERVICES OR WEBSITE IS LIMITED TO YOUR DIRECT DAMAGES AND SHALL NOT EXCEED THE FEES YOU HAVE PAID US IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL WE BE LIABLE FOR LOST PROFITS, LOST DATA, INTERRUPTIONS OF BUSINESS, OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THIS WEBSITE OR THE SERVICES, REGARDLESS OF WHETHER WE HAVE NOTICE OF THE POTENTIAL FOR SUCH LOSS OR DAMAGE.

13. **Other Terms**

FEEDBACK

13.1 **Entire Agreement:** These Terms and any other relevant terms in an SOW or Service Order constitute the entire agreement and understanding between you and us. If there is a conflict or contradiction between the provisions of these Terms and any other agreement, the relevant section of the agreement shall prevail in the following order: (1) SOW, (2) Service Order, and (3) these Terms. Any other terms, conditions, or policies from any other agreements, such as purchase orders, written communications, or oral communications, are null and void. If you are purchasing a service whose terms are further defined in Service-Specific Terms, those terms, along with these Terms, are controlling.

13.2 **Assignment:** You are not permitted to sublicense the Services to third parties without our prior written permission.

13.3 **Choice of Law and Forum:** These Terms will be governed by the laws of the State of Delaware and the United States without regard to conflicts of laws provisions thereof, and without regard to the United Nations Convention on the International Sale of Goods or the Uniform Computer Information Transactions Act (UCITA). The exclusive jurisdiction and venue for actions related to the subject matter hereof shall be the Utah state, and United States federal, courts located in Salt Lake City, Utah, and both parties irrevocably consent to personal jurisdiction of such courts and waive all objections thereto.

FEEDBACK

13.4 **Modifications to this Agreement:** We may modify these Terms at any time by posting a revised version on this website (https://www.qualtrics.com/terms-of-service) or by sending a message to the email address associated with your account. The modified terms will become effective upon posting or, if we notify you by email, as stated in the email message. By continuing to use the Services after the effective date of any modifications to this Agreement, you agree to be bound by the modified terms. It is your responsibility to check this website regularly for modifications to these Terms. We last modified the Terms on the date listed at the end of these Terms.

13.5 **Severability:** In the event that any one or more of these provisions should be held invalid, illegal or unenforceable, such provisions will be modified, if possible, to the minimum extent necessary to make them valid and enforceable, or if they cannot be so modified, then severed, and the remaining provisions contained herein will not in any way be affected or impaired.

13.6 **Waiver:** Our failure to enforce strict performance of any provision of these Terms does not constitute a waiver of the right to subsequently enforce such provision.

13.7 **Third Party Beneficiaries:** These Terms create no rights for third party beneficiaries.

FEEDBACK

13.8 **Export Regulations:** You must comply with all export and re-export restrictions and regulations of the Department of Commerce and other United States agencies and authorities that may apply to the Services.

13.9 **Disputes:** You and we agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. **You and we each waive any right to a jury trial.**

If you are a United States federal government agency, your use of the Services is subject to this amendment (https://www.qualtrics.com/amendment-terms-of-service/).

Revised August 21, 2017

* * * * *

If you have any question regarding these terms, please click here (https://www.qualtrics.com/terms-service-faq/).

FEEDBACK

LEGACY PRODUCTS

Research Suite (/research-core/)
Vocalize (/vocalize/)
Target Audience (/target-audience/)
Site Intercept (/site-intercept/)

Employee Engagement (/employee-engagement/)
Qualtrics 360 (/qualtrics-360/)

INDUSTRY SOLUTIONS

Education (/education/)
Automotive (/automotive/)
Travel & Hospitality (/travel-and-hospitality/)
Financial Services (/financial-services/)
Government (/government/)

B2B (/b2b/)
Media (/media/)
Airlines (/airlines/)
Retail (/retail/)

SUPPORT

Submit a Ticket
Online Help (/support/)
Qualtrics Community (/community/?utm_lp=website+footer)
Professional Services (/professional-services/)
Product Updates (/product-updates/)
Status (/status/)

COMPANY

About Us (/about/)
X4 Summit (/x4summit/)
Careers (/careers/)
Partnerships (/partnerships/)
tact Us (/contact/)

FEEDBACK

SOURCES

tomers (/customers/)
tegrations (/integrations/)
Blog (/blog/)
Events (/events/)
Certification (/certification/)
Resource Library (/resources/)

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(https://www.linkedin.com/company/qualtrics)

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Privacy Statement (/privacy-statement/)

Sitemap (/sitemap/)

Terms of Service (/terms-of-service/)

Security Statement (/security-statement/)

FEEDBACK

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 12, 2018

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

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

INITIAL:
☐ 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 2018-19.

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 2018-19 at no cost to the District.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

Financial Implications? ☐ Yes ☒ No

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

Requisition #

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

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

Superintendent's Office Certification:

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

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.

The initial term of this agreement is July 1, 2018 to June 30, 2019.

JEWISH FAMILY SERVICE

Signed:_____

Name: Lea Bush, MSW/MPA,

Title: Director Community and Family Svcs

Date:_____

SAN YSIDRO SCHOOL DISTRICT

Signed: _____

Name: Gina A. Potter, Ed.D.

Title: Superintendent

Date:_____

Board Approved: _____

For further information, please contact:
Autumn Weidman (858) 637-3373
8804 Balboa Avenue
San Diego, CA 92123

District Contact:
Lorena Varela-Reed, Director (619) 428-4476 x3583
Claudia Uribe, Facilitator (x3674)
4350 Otay Mesa Road
San Ysidro, CA 92173

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 12, 2018

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

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

INITIAL:
☐ Informational
☒ Action

AGENDA ITEM: PILOT PARTICIPATION AGREEMENT WITH SAN DIEGO COUNTY CHILD CARE AND DEVELOPMENT PLANNING COUNCIL

BACKGROUND INFORMATION:
Assembly Bill 377 (AB377), signed by the Governor in October 2017, authorizes the San Diego County Child Care Subsidy Pilot Project (San Diego County Pilot), to implement a plan specifically tailored to the needs and goals of the local community. The San Diego County Pilot allows the county to address fundamental concerns, including adjusting the income threshold.

AB377 provides the county only limited flexibility in designing its subsidy rules. As required by the legislation, San Diego County will prepare reports, following years 1, 3, and 5 of implementation, on the progress of the San Diego County Pilot for submission to the California Legislature, the Department of Social Services, and the Early Education and Support Division.

Term: July 1, 2018 to June 30, 2023 (5 years)

RECOMMENDATION:
Approve/Ratify the 5-year Pilot Participation Agreement with San Diego County Child Care and Development Planning Council at no cost to the District.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

Financial Implications? ☐ Yes ☒ No

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

Requisition #

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

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

Superintendent's Office Certification:

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

PILOT PARTICIPATION AGREEMENT
SAN DIEGO COUNTY CHILD CARE AND DEVELOPMENT PLANNING COUNCIL
AND PARTICIPATING SAN DIEGO COUNTY CDE-EESD CONTRACTOR

JULY 1, 2018 – JUNE 30, 2023

PARTICIPATING CONTRACTOR: San Ysidro Elementary School District

Overview:

Assembly Bill 377 (AB377), signed by the Governor in October 2017, authorizes the San Diego County Child Care Subsidy Pilot Project (San Diego County Pilot), to implement a plan specifically tailored to the needs and goals of the local community. The San Diego County Pilot allows the county to address fundamental concerns, including adjusting the income threshold.

AB377 provides the county only limited flexibility in designing its subsidy rules. There are four fundamental limitations on the pilot:

- No family who would have been eligible under state rules can either become ineligible or be asked to pay higher family fees;
- Provider (contractor) participation is entirely voluntary;
- The number of child days of enrollment across participating providers must increase overall from the base year; and
- There are no additional resources for the pilot – only unearned and unallocated funds from existing contracts and CDE-CDD funding streams.

As required by the legislation, San Diego County will prepare reports, following years 1, 3, and 5 of implementation, on the progress of the San Diego County Pilot for submission to the California Legislature, the Department of Social Services, and the Early Education and Support Division. Among other elements, these reports will track the County's performance on:

1. Number and share of children in subsidized care with family income above the state entry income threshold
2. Time in services and year-to-year retention for children in subsidized care by contract type
3. Number of active direct services child care contractors in the county
4. The aggregate adjusted child days of enrollment among pilot contractors
5. Value and share of unearned direct service contract funds returned to CDE-EESD

Recognizing the needs of the county, the potential benefits for families and providers, and the limitations of the legislation, the San Diego County Pilot seeks to achieve two overarching county goals:

1. To increase access and stability for San Diego's children and families to quality care and early education settings through policies that: [a] support low-income families in achieving self-sufficiency; [b] are responsive to local needs (e.g.: military families); [c] promote continuity of care through stable access to child care; and [d] increase access to quality center-based services to moderate and low-income families.

2. To expand subsidized care by implementing policies for child care contractors that: [a] increase earned child days of enrollment; [b] improve reimbursement rates for contractors; [c] reduce contractor administrative burden; [d] promote contractor retention; [e] create economic stability of programs and early care educators; [f] provide flexibility to reallocate funds across contractors; and [g] maximize use of allocated funds for San Diego County.

As part of the San Diego County Pilot, participating contractors understand that:

1. Any contractor who did not accept participation in the San Diego County Pilot as of close of business July 30, 2018, will be considered a non-participant and will not be included in the San Diego County Pilot. No contractor may enter the San Diego County Pilot after the initial enrollment period. Pilot participants may individually elect to opt out through written communication to the LPC chair prior to the annual deadline of the submission for the continued funding application,
2. Within a given contract year, the San Diego County Child Care and Development Planning Council (LPC) may recommend to CDE approval of the voluntary, temporary transfer of funds between participating contractors, outside the timelines/windows currently in effect through the Voluntary, Temporary Transfer of Funds (VTTF) process. This will result in a temporary reduction in the Maximum Reimbursable Amount (MRA) and contract Child Days of Enrollment (cde's) for one contractor and an equal increase in the MRA and contract cde's for the other. All CDE assurances and processes governing these transfers will be followed.
3. The San Diego County Pilot changes the following aspects of CDE-EESD contracts that will be effective upon approval by CDE-EESD
    - Increase income threshold for initial eligibility for subsidized care for Title 5 contractors to match the 85% State Median Income (SMI) exit threshold provided by the California Department of Finance (DOF).
    - Authorize local flexibility for transfer of funds among contractors to maximize fund use in the county by allowing transfers outside the current Voluntary, Temporary Transfer of Funds (VTTF) transfer opportunity windows.
    - Authorize income thresholds for subsidized care for Title 5 contractors in San Diego County to be determined without the inclusion of military housing allowance in the calculation of a family's income.
    - Authorize part-day California State Preschool Program (CSPP) centers to enroll children for up to two cycles of 180 days within a 24-month period.
    - Restore the age eligibility for CSPP contracts to 2.9 years old as of September 1 of the fiscal year and allow children to enroll immediately on or after their 3rd birthday if born after December 1.
    - Authorize an exception to the requirement that 50% of the children enrolled with a CSPP provider be four-year-old children.
    - Authorize families for 6.5 hours per day of services, if their only need is seeking housing or seeking employment.

- Allow San Diego County Title 5 pilot contract funds that are relinquished or collected by CDE-EESD, due to under-earning in San Diego Count, to be re-allocated within the San Diego County Pilot.

San Diego County Local Child Care and Development Planning Council (LPC), as Pilot Administrator, agrees to:

1. Maintain open communication with participating contractors.
2. Ensure that San Diego County fully meets all reporting and other requirements of the Pilot.
3. Transmit all signed participation letters to San Diego County's assigned CDE-EESD field consultant and fiscal analyst on behalf of the participating contractors.
4. Monitor contractors' projections with respect to fully earning all contracts, request data in a timely manner, and compile and analyze data for full utilization and maximization of all CDE-EESD contracted funds.
5. Establish measurable outcomes to evaluate the success of the pilot that addresses already identified barriers, highlight newly identified barriers, and recommend strategies to achieve the County's child care system goals.
6. Work with designated contractors to facilitate the development of, collection, and analysis of surveys, reports and data to inform the annual evaluation report.
7. Work with CDE-EESD and other County contractors to assist participating contractors in obtaining subsidies contemplated herein.
8. Facilitate the process to determine the pilot status and to maximize the County's collective use of all contracted funds.
9. Continue to recommend appropriate regulations and reimbursement rates for contractors that adequately compensate for the cost of care and make recommendations, on behalf of families, for appropriate eligibility regulations and fee requirements.

As part of the Pilot, participating contractors agree to:

1. Provide updated contact information (e-mail address and phone number) as needed for the executive director, program director(s) and fiscal staff responsible for contract management and reporting.
2. Send a representative to San Diego County LPC CDE contractors' Pilot meetings and trainings.
3. Comply with Pilot components directly derived from San Diego County Pilot.
4. Work with the San Diego County LPC and contribute timely data and information for the Pilot evaluation report to the legislature, CDE-EESD, and in conjunction with similar child care pilots being administered in counties across the state.[1]
5. Authorize CDE-EESD to release reports needed for data collection purposes (including the 4th quarter 8501/9500 forms) related to the Pilot to the San Diego County LPC or designated contractor.
6. Authorize CDE-EESD to release to the San Diego County LPC or designated contractor, by May 15th, 801A population data of all children enrolled on the 1st business day of April.

[1] Includes San Francisco, San Mateo, Alameda, Santa Clara, Marin, Sonoma, San Diego, Monterey, Santa Cruz, Fresno, and Contra Costa Counties.

This *Pilot Participation Agreement* is valid from the time of signing. Any amendments to the Pilot Plan will be approved by a majority vote of participating contractors prior to submission for approval to CDE.

Place your initial in the box below to indicate agreement:

[GP] The agency AGREES TO PARTICIPATE in the San Diego County Pilot as stated in the agreements above.

Place your initial in the box below ONLY if appropriate:

[ ] The agency has decided to NOT PARTICIPATE in the San Diego County Pilot and understands this decision is final through the end of the Pilot (June 2023).

San Ysidro Elementary School District
(Participating contractor –Agency Name)

Gina A. Potter, Ed.D.	Superintendent
(Signatory Name)	(Title)
Gina A. Potter	6-13-18
(Authorized Signature)	Date

Dezerie Martinez — Date
Coordinator
San Diego County Child Care and Development Planning Council

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 12, 2018

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

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

INITIAL:

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH EPISCOPAL COMMUNITY SERVICES (ECS) HEAD START FOR 2018-19

BACKGROUND INFORMATION:
The Preschool & Child Development Program has been offering Head Start services for children three and four years of age for the past 3 years through funding administered by the Episcopal Community Services (ECS). ECS Head Start has a long tradition of delivering high quality services designed to foster healthy development in low-income children and their families. Program benefits include a range of individualized services in the areas of education and early childhood development; medical, dental, and mental health; nutrition; family social services; and family engagement, including training and workshops for parents.

The District will continue to receive these funds for the 2018-19 school year to fund two (2) preschool classes at the Preschool & Child Development Center (CDC) and one (1) preschool class at Sunset Preschool.

RECOMMENDATION:
Approve the agreement with Episcopal Community Services (ECS) Head Start for fiscal year 2018-2019.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

Financial Implications? ☐ Yes ☒ No

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

Requisition #

FUNDING SOURCE $313,956.00 (Amount)	Preschool & Child Development ECS Head Start Account (Name of funding source and/or location)	1200-5210000-0001-1000 (Funding account number)

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

Superintendent's Office Certification:

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

HEAD START & EARLY HEAD START
SERVICES PROVIDER AGREEMENT

Subcontract No. HSPY53

This Agreement is made on August 1, 2018, between EPISCOPAL COMMUNITY SERVICES (ECS), a California nonprofit corporation, with its principal place of business at 401 Mile of Cars Way Suite 350 National City, CA. 91950, and PRESCHOOL AND CHILD DEVELOPMENT PROGRAMS SAN YSIDRO SCHOOL DISTRICT ("Provider") with its principal place of business at 1880 Smythe Ave. San Ysidro CA. 92173. ECS and Provider are collectively referred to herein as the "Parties" or time to time individually as a "Party."

RECITALS - WITNESSETH

Whereas:

A. ECS will enter into a MEMORANDUM OF UNDERSTANDING (MEMORANDUM) for Program Year (PY) 53 with the Neighborhood House Association (NHA) for the Head Start Program of San Diego County effective August 1, 2018 through June 30, 2019. A copy of the MEMORANDUM, including attachments, is available at the offices of ECS and shall be furnished to Provider upon request.

B. As part of the obligations set forth in the MEMORANDUM, ECS has agreed to provide copies of the New 2016 Federal Head Start Performance Standards and other federal requirements, policies and procedures, forms and samples of record keeping systems to Provider to ensure compliance with Head Start/Early Head Start guidelines.

C. NHA received a grant under Title II-A of the Economic Opportunity Act of 1974, as amended, from the Administration of Children, Youth and Families of the United States Department of Health and Human Resources, requiring NHA to administer the Head Start Program in San Diego County.

D. Pursuant to the MEMORANDUM, ECS is a Delegate Agent to NHA to serve Head Start eligible children in accordance with the ECS Grant Application submitted to NHA (ECS Grant Application). A copy of the Grant Application is available at the offices of ECS and shall be furnished to Provider upon request.

E. Provider is a school district registered with facilities licensed by the State of California, Community Care Licensing to provide educational instruction to children 3 to 5 years of age and their families.

F. ECS desires to retain the services of Provider to assist ECS in the performance of its duties and obligations pursuant to the MEMORANDUM and the ECS Grant Application.

G. Provider desires to assist ECS with its duties and obligations as outlined in the MEMORANDUM and Grant Application.

1. **INCORPORATION OF RECITALS**

1.1 Incorporation of Recitals. The previous RECITALS are incorporated herein as though set forth in full.

2. **TERM OF AGREEMENT**

2.1 Initial Term. This Agreement will become effective on August 1, 2018, and will continue in effect through June 30, 2019, unless terminated earlier in accordance with provision in Section 8: Termination. If Provider: (a) fully performs as required herein; and (b) continues to operate, at its current level, as a preschool program licensed by the California Community Care Licensing, it is the intent of ECS to consider renewal of this Agreement beyond the initial term.

3. **SERVICES TO BE PERFORMED BY PROVIDER**

3.1 Specific Services. Provider agrees to perform the services specified in the "Description of Services" attached hereto as Exhibit A-G and incorporated herein by reference. These services shall be provided at certain licensed childcare preschool centers identified in EXHIBIT "A" (the "Sites").

3.2 Method of Performing Services. Provider will determine the method, details, and means of performing the services described in the Exhibit A-G, "Description of Services"

3.3 Status of Provider. Provider enters into this Agreement, and will remain throughout the term of the agreement, as an Independent Contractor. Provider agrees that Provider is not and will not become an employee, partner, agent, or principal of ECS while this Agreement is in effect. Provider agrees that it is not entitled to rights or benefits afforded to the employees of ECS, including disability or unemployment insurance, workers' compensation, medical insurance, sick leave, or any other employment benefit. Provider is responsible for providing, at its own expense, disability, unemployment, and other insurance, workers' compensation, training, permits, and licenses for Provider and for its

employees and subcontractors.

3.4 Payment of Income Taxes. Unless otherwise exempt from the payment of income taxes, Provider is responsible for paying all income taxes, including estimated taxes, incurred as a result of the compensation paid by ECS for services under this Agreement. On request, Provider will provide ECS with proof of timely payment. Provider agrees to indemnify ECS for any claims, costs, losses, fees, penalties, interest, or damages suffered by ECS resulting from the failure of the Provider to comply with this provision.

4. COMPENSATION

4.1 Payment of Compensation. Provider will be paid in accordance with the terms and conditions set forth in the "Schedule of Payments" attached hereto as Exhibit B.

5. OBLIGATIONS OF PROVIDER

5.1 Provider must inform ECS when new District Employees become employed throughout the program year, to ensure clearances are properly processed.

5.2 Medical Exam. New District Employees newly assigned to Head Start will schedule a physical exam, TB screening/assessment thru ECS's Medical Provider **before** they work with the Head Start children and **there after every four years.**

5.3 Immunization. Provider shall comply with California Health and Safety Code 1596.7995, and Community Care Licensing effective September 1, 2016, regarding immunizations for persons employed or volunteering at pre-school centers.

5.4 Back Ground Check. New District Employee will get a back-ground check from Community Care Licensing thru ECS's designated live scan provider, before they work with the Head Start children.

5.5 Mandated Reporter Training-District Employees assigned to Head Start Classrooms must take the Community Care Licensing Mandated Reporter

training within 90 days and **there after every year.**

5.6 Integrated Pest Management Training: District Employees assigned to Head Start Classrooms must complete the IPM training for Child Care Providers **within 90 days** and **there after every year.**

Non-Exclusive Relationship. Provider may represent, perform services for, and contract with as many additional clients, persons, or companies as Provider sees fit.

5.7 Facilities, Tools, Materials, and Equipment. Unless otherwise specified, Provider will supply all facilities, tools, materials, and equipment required to perform the services under this Agreement. Workers' Compensation. At all times during the term of this Agreement, including any extensions or renewals, Provider agrees to provide workers' compensation insurance for its employees and agents and agrees to hold harmless and indemnify ECS for any and all claims arising out of any injury, disability, or death of any of Provider's employees or agents. Provider will furnish ECS with a Certificate of Insurance evidencing compliance.

5.8 ECS will provide workers' compensation insurance for ECS staff stationed on Provider's premises.

5.9 Errors and Omissions Insurance. During the term of this Agreement, including any extensions or renewals, Provider agrees to maintain a policy of insurance in the minimum amount of two million dollars ($2,000,000) naming ECS and NHA as additional insured to cover any negligent acts or omissions committed by Provider or its employees or agent during the performance of any duties under this Agreement. In addition, Provider agrees to indemnify and hold ECS free and harmless from any and all claims arising from any such negligent act or omission. Provider will furnish ECS with a Certificate of Insurance evidencing compliance.

5.10 Liability Insurance. Provider shall provide comprehensive liability insurance with a minimum combined single limit coverage of $2,000,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property, including the loss of use thereof: arising from each occurrence. Deductible shall be subject to approval by Episcopal Community Services.

5.11 Provider shall name Episcopal Community Services and its officers and employees as additional insureds on an endorsement as to all service performed by Provider under this agreement. Said policies shall constitute primary insurance as to Episcopal Community Services, the State and Federal Governments, and their officers, agents, and employees, so that other insurance policies held by them or their self-insurance program(s) shall not be required to contribute to any loss covered under the Provider's insurance policy or policies. Provider will furnish Episcopal Community Services with a Certificate of Insurance evidencing compliance.

5.12 Certificate of Insurance. Provider shall provide ECS with (a) certificate(s) of insurance and endorsement(s) evidencing liability, worker's compensation, and student accident insurances as a pre-requisite to signing this Agreement. If the Provider should renew the insurance policy (ies) or acquire either a new insurance policy (ies) or amend the coverage afforded through an endorsement to the policy at any time during the term of this Agreement, then the Provider shall provide (a) current certificate(s) of insurance. The insurance policies provided by the Provider shall include a provision for thirty (30) days written notice to ECS before cancellation or material changes of the above specific coverage. The Provider shall notify ECS of any changes that occur during the life of this agreement.

5.13 Employee Dishonesty Bond. Provider shall provide an Employee Dishonesty Bond with a minimum limit of $50,000.

5.14 Student Accident Insurance. Provider shall maintain for the term of this Agreement, student accident insurance in the amount of not less than: Accidental Dismemberment - $10,000.00.

5.15 Indemnity. To the extent permitted by law, Provider shall indemnify, hold harmless and defend ECS and its officers, directors, agents and employees from and against any and all liabilities, obligations, damages, costs, losses, and expenses (including reasonable attorneys' fees), in litigation commenced by or against Provider and all claims, demands, actions or judgments or damages to or loss of property or profits resulting in whole or in part from any act, omission, negligence, fault or violation of

law or ordinance, associated with Provider's operation of the Sites and any transactions arising out of or related to this Agreement, including Provider's hiring, employment and/or management practices. Such indemnification by Provider shall apply unless such damage or injury results from the sole negligence or willful misconduct of ECS its officers, directors, agents or employees. The obligations under this section shall survive the termination of this Agreement.

5.16 Assignment. Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Provider without the prior written consent of ECS.

6. WARRANTIES AND REPRESENTATIONS OF PROVIDER

6.1 License. Provider warrants and represents that it is currently licensed by the State of California as a child care facility. A copy of the current license must be provided to ECS. Provider will inform ECS Head Start of all Community Care Licensing (CCL) incidents reports and CCL site visits within 24 hours. ECS Head Start administration will inform NHA.

6.2 Background Checks. State of California licensing requirements include background checks of Provider's Director, all staff and employees before the initial start date of the contract and/ or assignment to any ECS Head Start classroom. Provider warrants and represents that exemptions have not been granted by the State of California for its Director, staff or employees. If Provider wishes to us exempt employees under this Agreement, it shall first obtain written permission from ECS in writing.

6.3 Absence of Lawsuits. Provider warrants and represents that there are no lawsuits, judgments, levies, actions or proceedings (legal or administrative) pending or threatened against it or affecting its facilities, of any type whatsoever.

6.4 Qualification and Skills. Provider warrants and represents that it has fully reviewed the Head Start Program Performance Standards contained in 45 CFR 1304, and has the qualifications and skills necessary to perform the applicable services specified therein, including, but not limited to, 1302, 1303, 1304, 1305 , under this Agreement. Failure to perform all the services required under this Agreement constitutes a material breach of the agreement. Provider has complete and sole discretion for the manner

in which the work under this Agreement will be performed. (See Operational Guidelines under Provider Professional Development).

Performance of Obligations and Duties. Provider warrants and represents that it will not take any action that would result in or cause ECS to breach its obligations pursuant to the MEMORANDUM.

6.5 Debarment, Suspension, Termination and/or Revocation.

A. Provider hereby certifies to the best of its knowledge that neither it, any of its principals, nor any subcontractor to be used in the performance of this Agreement:

(1) Is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;

(2) Has within a three (3) 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 obtaining, attempting to obtain or performing a public (federal, California or local) transaction or contract under a public transaction; violation of federal or California antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

(3) Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, California or local) with commission of any of the offenses enumerated in subsection 2 of this Section 6.0; and,

(4) Has within a three (3) year period preceding this Agreement had one or more public (federal, California or local) transactions terminated for cause or default.

B. If unable to certify to the best of its knowledge the statements set forth above, Provider and/or any of its principals shall attach to this Agreement

an account of the circumstances and any explanations therefore.

C. Provider further agrees to request this certification from any subcontractors that perform services under this Agreement.

7. OBLIGATIONS OF EPISCOPAL COMMUNITY SERVICES (ECS)

7.1 Cooperation of ECS. ECS agrees to comply with all reasonable requests of Provider and provide access to all documents reasonably necessary to the performance of Provider's duties under the Agreement.

7.2 Assignment. Neither this Agreement nor any duties or obligations under this Agreement may be assigned by ECS without the prior written consent of Provider.

8. TERMINATION OF AGREEMENT

8.1 Expiration of Agreement. Unless otherwise terminated or extended as provided in this Agreement, this Agreement will continue in effect until the end of the term as specified in Section 2: Term of Agreement.

8.2 Extension of Agreement. ECS may extend the term of this Agreement for a period not to exceed one (1) year from the expiration of the original term by giving Provider written notice no later than 60 days prior to the termination date, setting forth the new term.

8.3 Termination.

8.3.1 Upon reduction or elimination of funding under the Memorandum, ECS may terminate this Agreement upon issuance of written notice.

8.3.2 ECS may terminate this Agreement prior to the end of the term as specified in Section 2: Term of Agreement, by giving Provider thirty days (30) prior written notice of its intention to terminate this Agreement.

8.4 Termination on Occurrence of Stated Events. This Agreement will terminate automatically on the occurrence of any of the following events:

8.4.1 Bankruptcy or insolvency of either party.

9.

9.1.1 Revocation or loss of Provider's California Community Care (CCL) license as a preschool program. A letter is to be submitted to ECS from the Provider if license is lost.

9.1.2 Any act, or failure to act, or alleged act or alleged failure to act, by Provider that may result in the loss of Provider's license as a California Community Care Licensed Preschool program.

9.1.3 The termination or material modification of the MEMORANDUM between ECS and NHA, such that ECS can no longer comply with its terms and conditions, or those contained in this Agreement.

9.1.4 A finding by ECS in its sole and absolute discretion that the health, safety or welfare of one or more of the Head Start eligible children is or may be threatened, jeopardized, or in any way compromised by the continuation of the services provided herein.

9.1.5 Cessation of funding for this Agreement by any source, including Federal or NHA monies.

9.1.6 On the occurrence of any of these state events, ECS shall notify Provider in writing at which time this Agreement will automatically terminate. In its sole discretion, ECS may provide District with additional notice prior to the effective date of termination.

9.2 Termination for Default. If either party defaults in the performance of this Agreement or materially breaches any of its provisions, the non-breaching party may terminate this Agreement by giving written notification to the breaching party. Termination will take effect immediately on receipt of notice by the breaching party or five days after mailing of notice, whichever occurs first. For the purposes of this paragraph, material breach of this Agreement includes, but is not limited to, the following:

9.2.1 The failure of ECS to pay Provider any compensation due within 30 days after written demand for payment, unless such failure results from Provider's failure to perform the services hereunder.

9.2.2 Provider's failure to complete the services specified in Description

of Services (Exhibit A-G) and Schedule of Payments (Exhibit B).

9.2.3 Provider's breach of any warranty, representation or agreement contained in this Agreement.

9.2.4 ECS' breach of any warranty, representation or agreement contained in this Agreement.

9.2.5 Upon Termination. In the event of Termination, Provider shall return and provide to ECS all loaned equipment, children/family files, financial records, unused materials, final reports, furnished curriculum materials and any other such items as made available to the Provider by ECS or required by this Agreement to be maintained by the Provider. If this Agreement is terminated because Provider failed to perform properly any of its obligations, the cost to ECS of completing Provider's performance shall be deducted from any sum due Provider under this Agreement, without prejudice to ECS's rights otherwise to recover its damages. Further, in the event of termination, all children participating in this Agreement shall remain with ECS under the Head Start/Early Head Start program and shall no longer participate in said program with the Provider.

10. REPORTING REQUIREMENTS

10.1 Reports and Assessments. Provider will maintain and retain detailed reports and assessments on all children participating in the Head Start Program. Provider will submit to ECS such reports set forth in Exhibit A which includes: Monthly In-Kind, list of loaned equipment or materials, and children files. Provider's failure to submit the required reports and assessments to ECS may result in withholding of payment to Provider.

10.2 Retention of Records. At the completion of the term as specified in Section 2: Term of Agreement. Provider shall return and provide to ECS all loaned equipment, children/family files, financial records, unused materials, final reports, furnished curriculum materials and any other such items as

made available to the Provider by ECS or required by this Agreement to be maintained by the Provider. Additionally, Provider shall retain all records and reports relating to the performance of its duties and obligations hereunder for a period of five (5) years following the expiration or termination of this Agreement.

10.3 Copies of Records. Provider and ECS shall have joint access to records or reports upon request. ECS shall have the right to copy such reports or records at its expense.

10.4 Right of Inspection and Audit. Provider shall maintain and/or make available within San Diego County accurate books and accounting records (at a minimum, a basic listing of income/receipts and expenses) relative to all its activities. Provider will permit ECS to audit, examine and make excerpts or transcripts from all data and records, and to make audits of all invoices, materials, payrolls, records and personnel and other data relating to all matter covered by this Agreement. Provider shall maintain such data and records for a period not less than five (5) years. Any Federal agency or ECS funding source having an interest in the subject of the Agreement and must make repayment to ECS shall have the same rights conferred upon ECS. Provider is liable for any disallowances resulting from such inspections or audits.

11. DISCRIMINATION

11.1 Discrimination. Provider has been retained to assist ECS to administer the Head Start program. The Head Start program has, as its very basis, a goal of providing economically disadvantaged children and their families an opportunity to get a head start in the educational processes of children. In this regard, the Provider will not discriminate against any employee or applicant for employment in its Head Start program because of race, creed, color, national origin, sex, age, physical handicap, religion, sexual orientation or economic background. Provider will comply with the requirements concerning discrimination and compliance information set forth in regulations promulgated by the Administration for Children, Youth and Families Department of Health and Human Resources pursuant to the Civil Rights Act of 1964.

Provider agrees to execute all available governmental prepared forms to confirm this non-discrimination provision.

12. GENERAL PROVISIONS

12.1 Notices. Any notices required to be given under this Agreement by either party to the other may be affected by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices must be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement, but each party may change the address by giving written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of the day of receipt or the fifth day after mailing, whichever occurs first.

12.2 Entire Agreement of the Parties. This Agreement supersedes any and all agreements, either oral or written, between the parties with respect to the rendering of services by Provider for ECS and contains all of the representations, covenants, and agreements between the parties with respect to the rendering of those services. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not contained in this Agreement, and that no other agreement, statement, or promise not contained in this Agreement will be valid or binding. Any modification of this Agreement will be effective only if it is in writing signed by the party to be charged.

12.3 Partial Invalidity. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

12.4 Arbitration. Any controversy between the parties to this Agreement involving the construction or application of any of the terms, covenants, or conditions of this Agreement will, on the written request of one party served on the other, be submitted to arbitration. The arbitration will comply with and be governed by the provisions of the California Arbitration Act, Sections 1280 through 1294.2 of the California Code of Civil Procedure.

The parties will each appoint one person to hear and determine the dispute. If those two persons are unable to agree, then they will select a third impartial arbitrator whose decision will be final and conclusive on both parties. The cost of arbitration will be borne in a proportion the arbitrators determine.

12.5 Attorneys' Fees. If any legal action, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

12.6 Time of the Essence. Time is of the essence in respect to all provisions of this Agreement that specify a time for performance.

12.7 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the undersigned represent and warrant that they have the right, power, legal capacity, and authority to enter into and execute this document on behalf of ECS and Provider, and do hereby agree to the full performance of the conditions and covenants herein contained, and have caused this document to be executed by setting hereto their names, titles, signatures and date:

Episcopal Community Services "ECS"

By: _____ Dated: _____
Signature

Doug Reiss
Print

CFO and CAO
Title

PROVIDER – [San Ysidro School District]

By: _____ Dated:
Signature

Gina A. Potter, Ed.D. - Superintendent
Print

EXHIBIT A
DESCRIPTION OF SERVICES

SERVICES CONDUCTED BY PROVIDER:

1. Provide a Healthy and Safe Environment in accordance with the Head Start Performance Standard, ECS Head Start Standard Health and Safety Checklist and Community Care Licensing Regulations.

2. Provide educational services for Head Start eligible children and their families for no less the 135 days during contracted period, Monday through Thursday. Provider shall ensure that One Hundred Percent (100%) enrollment is achieved on, the first-class day of Head Start, as established by and reported to the Office of Head Start, and maintained for the duration of the Agreement by providing Head Start services to **60** children and their families.

3. Provide Daily Child Development Services as follows:

   San Ysidro Child Development Center:

   a) Provider will operate two (2) part day classes of 20 children.

      -Monday through Thursday - At least (3.5) hours, not to exceed (4) hours per service day per child as stated 1302.21 Head Start Performance Standards.

      -Hours of service (operation) at SYCDC Head Start part day will be 8:00 am to 11:30 pm

      -The SYCDC State preschool program will run from 11:30 am to 2:30 pm the SYCDC Preschool Teachers will sign a waiver to sign the children into the SYCDC State program after the children have been in the ECS Head Start program. The Daily Schedule (Exhibit H).

Sunset Preschool:

a) Provider will operate one (1) part day class of 20 children.

-Monday through Thursday - At least (3.5) hours, not to exceed (4) hours per service day per child as stated in 1302.21 Head Start Performance Standards.

-Hours of service (operation) at Sunset will be 8:00 am to 11:30 am

4. Include Head Start eligibility requirements and pertinent information on the District recruitment materials such as flyers (signs must include the statement "Head Start classroom is funded by Neighborhood House Association"), website etc., for distribution to the community to ensure Head Start is part of the Preschool and Child Development Programs San Ysidro School District information.

5. Provide recruitment information to individuals interested in the Head Start program, including information about Head Start permitting children who are not potty trained to participate.

6. Ensure Head Start application are properly routed to ECS Head Start Eligibility office for eligibility determination and to go through the ECS Head Start prioritization and selection process. All applicants to the Head Start program will be eligible to request all Head Start program options (including center-base, home base and family child care options) if not selected for Provider's location.

7. Provide a daily non-shared work space, including a desk, phone and file cabinet with a lock and key, for the Head Start Family Support Technician near the Head Start classrooms.

8. Allow compliance assurance (planned and unplanned) visits by grantee NHA and ECS Head Start staff during ECS Head Start hours of service, including site and document/record review.

9. Maintain confidentiality of Head Start children, and family information and their records. These records are to be kept in a cabinet with a lock and key and secure location. Follow all FERPA, ECS Privacy Policy and HIPPA regulations.

10. Provide Daily Attendance Sign-In Sheet forms for children participating in the program. The Attendance Sign-In Sheet copies are given to the ECS Head Start Family Support Technician daily.

11. Prohibits expulsion and suspension of Head Start children.

12. The Teachers will provide child development services as specified in the Head Start Performance Standards to include the following Services:

    a) Developmental assessments, the Desired Results Developmental Profile 2015 for Head Start children 3 times per year, ensuring the DRDP scores are entered into the DRDP Tech website, according to the ECS Head Start Education timeline.

    b) Developmental screening tools, the ASQ-3 and ASQ-SE as approved by ECS, including the scoring of both screening tools and teachers sharing the results with parents using the ASQ's Notification form within the 45-day timeline.

    c) Maintain an individualized portfolio as specified by ECS on all Head Start Children.

    d) Implementing daily tooth brushing in the classroom schedule, which includes providing the cups for tooth brushing. ECS will provide the toothbrushes, toothpaste and sanitizing system.

    e) Implement Kinder Transition activities throughout the year with the children and parents.

    The Teachers will provide for individualized education for each Head Start child using the ECS Weekly lesson plan or equivalent, ensuring documentation of individualization on the weekly lesson plan section. Individualization will focus on developmentally appropriate learning experience in language. For Dual Learners, teaching practices will focus both English language acquisition and the continued development of home language.

13. Implement a scientifically research-based early childhood education curriculum as defined by the Head Start Act and the Head Start Performance Standards and approved by ECS.

a) Curricula will be aligned to the Head Start Early Learning Outcomes Framework: Ages Birth to Five.

b) Staff will effectively implement curricula and monitor and report twice a year per class the curriculum implantation and fidelity for continuous improvement of its implementation through the system of training and professional development.

14. The Teachers will conduct no less than two (2) Parent/Teacher conferences and two (2) Home Visits with the parents of Head Start children for discussing the development and/or transition of the child within the ECS Head Start timeline.

15. The Teachers will provide, document and submit Home Center Activities for each Head Start child using the ECS Home Center Activity form or equivalent.

16. Document all parent participation or volunteer efforts on ECS Head Start in-kind forms. Must meet the required amount of in-kind i.e. "in-kind parental volunteer time" during the program year.

17. Establish a parent information board in an approved area in/or near classroom. The information board must include the statement "This Head Start classroom is funded by Neighborhood House Association".

18. Participate in monthly Head Start shared governance center committee meetings on-site with parents of enrolled children.

19. Offer family-style meals and snacks that conform to Community Care Licensing and CACFP/School Lunch nutrition standards; provide 1/3 of the daily nutritional requirements for part day children.

20. Abide by the ECS Head Start Discipline policy and Head Start Code of Conduct.

Maintain copies of all records and documents on site. Copies of required documents to be maintained include but are not limited to Teacher's: CPR/First Aid certification, Physical and TB documentation, immunizations required by Community Care Licensing and evidence of educational units earned in support of provision of services.

21. In collaboration with ECS's Health and Safety Protocols provided by ECS, which may be modified from time to time, including:

- Correcting in a timely manner any findings reported after the monthly Health and Safety monitoring conducted by ECS Head Start staff.
- Submitting all Corrective Action Taken/Plans in writing, if there were any Health and Safety findings.
- Completing and maintaining the Daily indoor/outdoor Inspections form
- Completing and maintaining the ECS Head Start "Classroom Summary"
- Maintaining the First Aid Kits (indoor and outdoor) to ensure it has ample supplies
- Ensuring the ECS compliance notices are posted in all Head Start classrooms (i.e First Aid chart, Fire/Earthquake drills, etc.)
- Ensuring Rescue Medication (i.e. Epi-Pen and inhalers) are accessible to Teachers including outdoor playtime.
- Use outdoor and classroom transition safety per the Head Start protocols.
- Use of door dingers on all exit doors.
- Raising of gates and latches to appropriate heights as required by grantee (NHA)
- Use of Safety Ropes during outdoor transition activities (when applicable)
- Implement the Exit Pass protocol process daily.
- Implement the "Active Supervision Protocol" which includes the Six Strategies to keep children safe: Set up the Environment, Position Staff (i.e. zoning) Scan and Count, Listen, Anticipate Children's Behavior, Engage and Redirect. (Exhibit G).
- Annual Fire inspections by certified Inspectors will be conducted and a copy given to ECS Manager at the beginning of each school year and ongoing throughout the year as required to be in a current status.

22. In the time period established by ECS, Provider agrees to the following:

A. Utilize an approach to Child Development and Early Childhood Education that is developmentally and linguistically appropriate and recognizes the individual development rates among children. This approach should also be inclusive of children with disabilities.

B. Keep the necessary records to maintain compliance with the Head Start Performance Standards, e.g., enrollment, attendance, educational screenings, etc.

C. Children's attendance shall be highly promoted, children cannot be dropped for excessive absences or tardiness unless all efforts are looked into by the designated Family Support Technician.

D. Support each parent's participation in the Agreement process for the purpose of establishing family goals, responsibilities, timetables and strategies for achieving these goals as well as progress in achieving them.

E. Use its best efforts to promote participation in the Head Start governance process to parents with pre-school age children between the ages of three and five years old, e.g., notification of center committee meetings.

F. The Teachers will conduct and document regular monthly emergency/evacuation drills. Documentation shall be made available to ECS staff.

G. By January 15, 2019 ensure at least ten percent (10%) of the children enrolled at the Sites have an active IEP as defined in 45 CFR Part 1305. Provider shall adhere to all Head Start Program Performance Standards on Services for Children with Disabilities (45-CFR-1308).

H. Work collaboratively with the ECS Head Start staff, when it is determined that an enrollment vacancy exists, to fill this vacancy immediately with the next eligible child on the ECS Wait List, throughout the program year, which includes the last 30 days of the school year.

I. Use ECS's ERSEA eligibility criteria data to determine which families will be enrolled; recruit and enroll Federal Head Start income eligible children; design services for children and families.

J. Provide quarterly documentation of non-Federal share (volunteer/in-kind/etc.) to ECS, with the fourth quarter due by June 30, 2019.

K. Establish Collaboration meetings with the ECS staff for open communication.

L. Allow outside agencies to conduct CLASS observation two times per year and permit Pre-and Post assessments on all Head Start children.

M. Insure Bus Evacuation Drills are conducted by the District Transportation Department two times per program year.

Facilities Services

23. Notify ECS in writing of any changes in license status of any facility used for Program Services in the performance of this Agreement within 24 hours of such occurrence.

24. Notify ECS of any reportable license incidents/accidents that occur at the Sites' within 24 hours and provide ECS a copy of the incident report that is filed with CDSS/CCL.

25. Services from Provider shall be completed at the Sites below. Any changes in Sites shall require prior written authorization from ECS.

Exhibit A
SYCDC HEAD START SITES

Preschool and Child Development Programs San Ysidro School District
1880 Smythe Ave.
San Ysidro CA. 92173.
Phone: (619) 428-2352
Fax: (619) 428-1393

Sunset Preschool
3825 Sunset Ln.
San Ysidro CA. 92173
Phone: (619) 428-2352
Fax:(619) 428-1393

EXHIBIT B
SCHEDULE OF PAYMENTS

COMPENSATION:

1. ECS will reimburse for full contract amount in monthly installments, on a 10 month payment schedule, beginning August 2018 to June 2019. Provider must sign and submit the ECS Head Start Provider Invoice including the monthly attendance reports from PROMIS for these months.

2. Total compensation from ECS to Provider shall not exceed **Three Hundred Thirteen Thousand Nine Hundred and Fifty Six Dollars $313,956.00.**

3. Funds provided by ECS to Provider shall not be used for any purposes impermissible under the Head Start program. Permissible costs include personnel, fringe, supplies and materials, equipment, training and staff development, field trips, printing and publications, meals for parent meetings and such other allowable costs associated with Provider's performance of services.

CLAIMS:

1. Claims are due by the first day of the month following the month indicated in the payment schedule.
2. Provider must sign and submit the ECS Head Start Provider Invoice including monthly attendance reports from PROMIS for these months.

PAYMENTS:

1. ECS will deliver Provider payment via personal delivery by ESC staff
2. ECS may withhold payment until the reports, data, audits or other information required by ECS for contract administration or to meet reporting or auditing requirements are received and approved.

3. ECS may also withhold payment if Provider is in non-compliance with the terms of this Agreement.
4. ECS will withhold payment in the event of official notice of legal garnishment. ECS will comply with the terms of such notice of garnishment.
5. ECS shall distribute to Provider no later than the end of February an applicable tax year Form 1099-MISC for the purpose of Provider tax filing requirements.
6. ECS has the right to withhold payment to Provider when, in the sole opinion of ECS expressed in writing to Provider, (a) Provider's performance, in whole or in part, either has not been carried out or is insufficiently documented, and/or (b) Provider has failed to sufficiently document its request(s) for payment as outlined herein

OTHER:

1. Approved claims shall be paid only from funds granted to ECS through its agreement with Neighborhood House Association (NHA) by ACF, pursuant to the Head Start program, and Provider hereby waives any claim it may have against any other funds of ECS. This Agreement is valid and enforceable only if sufficient funds are made available to ECS by NHA and ACF for the purpose of conducting the program identified in this Agreement. Any expenditures or obligations by Provider made prior to the commencement date of the term of ECS's agreement with NHA will not be accepted by ECS for reimbursement unless approved in writing by ECS.

2. Payments to Provider for all services provided by provided under this Agreement shall only be for costs associated with allowable ~~costs~~ services that are actually provided in the performance of Provider's obligations under this Agreement.

3. Provider's allowable costs are only those which are determined in accordance with:

   A. Department of Health and Human Services Administration of Grants Federal Regulations 45 CFR Part 92 including any amendments thereto and the applicable Subpart listed hereunder; and other documents regarding principles for determining and allocating the allowable costs of providing the services; and any standards set forth for determining the allow ability of

selected items of costs of providing the services. Equipment costs over $5,000 must have prior approval from ECS.

B. Federal Management Title 2, Subtitle A, Chapter II, Part 225, including any amendments to the circular published in the Federal Register by OMB is to be used for determining allowable costs of activities conducted by state and local governmental agencies.

C. An approved budget by ECS.

D. Section 653 of the Head Start Act. Provider shall, within ten (10) days prior to the effective date of this Agreement, execute the Employee Compensation Cap Certification, attached hereto as EXHIBIT "F", with respect to Head Start personnel allocated to this Agreement.

4. For the purposes of payment, one unit of service is defined as one month of full-day/part day/home base Federal Head Start/Early Head Start services for one child slot, not to exceed twelve (12) months during the term of this Agreement. The dollar amount specified as a unit of service shall be determined from reasonable and allowable costs.

5. Provider shall keep a separate accounting for the funds provided under this Agreement, and no part of any funds advanced shall be inappropriately commingled with other funds of Provider. All Head Start funds must be deposited in a FDIC bank account. ECS shall have a lien upon all funds in said account which shall be paramount to all other liens, including, but not limited to, liens of other governmental agencies or by the direction of a trustee in bankruptcy.

EXHIBIT C

ECS HEAD START & EARLY HEAD START

STATEMENT OF COMMITMENT

HEAD START CODE OF CONDUCT (PERFORMANCE STANDARD 1302.90)

A program must ensure all staff, consultants, contractors and volunteers abide by the program's standards of conduct that:

1. Ensure staff, consultants contractors, and volunteers implement positive strategies to support children's well-being and prevent and address challenging behavior;

2. Ensure staff, consultants, contractors, and volunteers do not maltreat or endanger the health or safety of children, including, at a minimum, that staff must not:

    A. Use corporal punishment;
    B. Use isolation to discipline a child;
    C. Bind or tie a child to restrict movement or tape a child's mouth;
    D. Use or withhold food as a punishment or reward;
    E. Use toilet learning/ training methods that punish, demean, or humiliate a child;
    F. Use any form of emotional abuse, including public or private humiliation, rejecting, terrorizing, extended ignoring, or corrupting a child;
    G. Physically abuse a child;
    H. Use any form of verbal abuse, including profane, sarcastic language, threats, or derogatory remarks about the child or child's family; or
    I. Use physical activity or outdoor time as a punishment or reward;

3. Ensure staff, consultants, contractors, and volunteers respect and promote the unique identity of each child and family and do not stereotype on any basis, including gender, race, ethnicity, culture, religion, disability, sexual orientation, or family composition;

4. Require staff, consultants, contractors, and volunteers to comply with program confidentiality policies concerning personally identifiable information about children, families and other staff members in accordance with subpart C of part 1303 of this

chapter and applicable federal, state, local and tribal laws; and, ensure no child is left alone or unsupervised by staff consultants, contractors, or volunteers while under their care.

EXHIBIT D
DESCRIPTION OF SERVICES

SERVICES BY EPISCOPAL COMMUNITY SERVICES:

1. Provide programmatic support as defined in the ECS Standard Operating Procedures and Service Plans.

2. Include Head Start eligibility requirements and pertinent information on the District recruitment materials such as flyers, website etc., for distribution to the community to ensure Head Start is part of the Preschool and Child Development Programs San Ysidro School District information.

3. Provide family, health, social and supportive services to Head Start eligible children and families enrolled at the facilities operated by Provider.

4. Conduct fiscal and programmatic reviews during its on-going monitoring process as needed or as required by the Administration for Children and Families.

5. Any services not specified in this Agreement, which ECS shall not be obligated to do, an additional fee payable to ECS shall be negotiated in good faith between the Parties. Any additional services and/or fees to be added to this Agreement shall be set forth in a written amendment and executed by the Parties. The fees payable to obtain any Additional Services, shall be based on ECS's then current rates, to be negotiated.

EXHIBIT E

Provider agrees to adhere to the following contractual provisions.

1. **Equal Employment Opportunity** - All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E. O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, and Department of Labor."

2. **Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276(c)** - All contracts and sub grants in excess of $2,000 for construction or repair awarded by recipients and Contractors shall include a provision for compliance with the Copeland "Anti - Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Contractor shall be prohibited from inducing, by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

3. **Davis - Bacon Act, as amended (40 U.S.C. 276a to a-7)** - When required by Federal program legislation, all construction contracts awarded by the recipients and Contractors of more than $2000 shall include a provision for compliance with the Davis - Bacon Act (40 U.S.C.276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed And Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The determination issued by the Department of Labor in each
3. solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported

violations to the Federal awarding agency.

4. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327 - 333)** - Where applicable, all contracts awarded by recipients in excess of $2000 for construction contracts and in excess of $2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for the transportation or transmission of intelligence.

5. **Rights to Inventions Made Under a Contract or Agreement** - Contracts or agreements or the performance of experimental, developmental, or research work shall provide for the rights of the Federal Governments and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements, "and any implementing regulations issued by the awarding agency.

6. **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et sq.), as amended** - Contracts and sub grants of amounts in excess of $100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

7. **Byrd Anti-Lobbying Amendment (31 U.S.C. 152)** - Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

8. **Debarment and Suspension (E.O. s 12549 and 12689)** - No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

9. **Facilities** - The facility which will be purchased, constructed, or renovated will comply with local licensing and code requirements, ADA, Section 504, and Flood Disaster Protection Act. [45 CFR §1309.10(f)] As evidence of Provider's compliance with the local licensing and code requirements, Provider will submit a copy of the Certificate of Occupancy and a Daycare License for the facility.

10. **Subordination -** If the lender requires a Subordination Agreement, then Provider assures that the Subordination Agreement with the lender or the landlord,' in the case of leased property, must be evidenced by a written agreement with the responsible HHS official and not waive the application of 45 CFR §§1309.21(d) and 1309.22. Provider will submit a draft of the Subordination Agreement to the Regional Office for OGC clearance. [45 CFR §1309.21(f)].

11. **Draft Mortgage -** Provider assures that it will submit a copy of a draft mortgage agreement that contains the requirements of 45 CFR §§1309.22(a), (b), (c), if Provider expect to take loan on the proposed facility. [45 CFR §§1309.22(a), (b), (c)]

12. **Uniform Relocation -** Provider assures that it will comply with requirements of Uniform Relocation Assistance and Real Property Acquisition Policies Act. [45 CFR §1309.10(o)]

13. **Operation Costs -** Provider assures that it will have the ability to meet all the operational costs for the facility within our existing funding level. [45 CFR §1309.11(d)(2)]

14. **Modifications –** Provider assures that it will get a prior written approval from an HHS official for unsolicited modifications of the contracts or when materially altering the costs of the project. [45 CFR §74.44(e)(5)]

15. **Insurance -** Provider assures that it will obtain insurance coverage for the facility which includes student liability insurance, title insurance, physical destruction insurance, etc. Provider will submit copies of such insurance policies to NHA'S Project Manager within five days of acquiring the facility. [45 CFR §1309.23]

16. **Facilities -** Provider assures that it shall maintain the facility acquired, renovated, or constructed with grant funds in a manner consistent with the purposes for which funds were provided and in compliance with State and local government property standards and building codes. [45 CFR §1309.23(c)]

17. **Grant Limitations -** Provider assures that it will comply with all the terms and conditions placed on the grant award regarding the project (that includes but is not limited to the inspection reports, use of the facility, default on mortgage, insurance, maintenance of facilities, copies of official documents, retention of records, audits, prior approval for use of grant funds, program income, procurement procedures, Federal Interest, etc.).

18. **Construction or Renovation -** Provider assures that it will record the Notice of Federal Interest in the appropriate office of land records for the county where the facility is located at the time of commencement of construction or renovation or immediately after the purchase of the facility in accordance with 45 CFR §1303, Subpart E, Provider will submit a copy of the Notice of Federal Interest that includes all the requirements contained in 45 CFR §1303 Subpart E to the Regional Office within 10 business days after the Notice has been recorded and stamped by the land records office. [45 CFR §1309.21]

19. **Facilities Lease –** Provider assures that, in the case of a leased facility where Federal funds will be expended to complete a major renovation of that facility, provider will execute a lease amendment, and will attempt to file it with the lease for the facility in

the appropriate local land records.

20. **Notice of Federal Interest and Certification Assurances** - In the event Provider uses Head Start grant funds to lease property or to complete a major renovation of the leased premises, Provider agrees not to sublease, assign, or otherwise transfer the leased property, or use the property for any non-grant purpose, without the express written approval of the responsible HHS official. Provider further agrees to:

    (a) Provide ECS's Project Manager with notice of any default by Provider under the Lease, on the date of the discovery of such default;
    (b) Provide ECS's Project Manager with notice of that the Lessor has notified Provider of its intent to exercise the remedy of cancellation, termination, and/or other remedies, on the day that Provider receives such notice from the Lessor;
    (c) Notify all potential sellers, purchasers, transferors, transferees, mortgagees, creditors, and any other persons or entities who have or may seek to obtain an interest of any kind in the real property for which the Federal government has a beneficial ownership interest and other interests ("Federal Interest") in said property, as defined in and/or regulated by the Head Start Act, 42 U.S.C. §9831 et seq., 45 CFR Parts 74, 92, and 1303 and relevant decisions of the United States courts. The Head Start grant incorporated conditions that include restrictions on the use of the property and provide for a Federal Interest in the property.

    In accordance with the terms of the Federal grant, the Head Start Act, 42 U.S.C. §9831 et seq., 45 CFR Parts 74, 92, and 1303 and relevant decisions of the United States courts, the restrictions on the property include, among others, the following:

    The property may not be used for any purpose inconsistent with that authorized by the Head Start Act and applicable regulations. The property may not be encumbered, used as collateral, sold or otherwise transferred to another party without the written permission of the responsible HHS official.

    The grant conditions and requirements cannot be altered or nullified through a transfer of ownership.

Further information regarding the Federal Interest in the property described in this Notice can be obtained from the Administration for Children and Families., Office of Grants Management., 90 Seventh Street., 9th Floor., San Francisco., California 94103.

21. Provider further hereby assures and certifies to ECS that it will comply with the regulations, policies, guidelines and requirements, including OMB Circulars No. A-87, A-I02, and E.O. 12372 as they relate to the application, acceptance and use of federal funds for federally assisted project(s). To the extent applicable, Provider assures and certifies to ECS that:

A. It possesses legal authority to enter into this Agreement; that a resolution, motion, or similar action has been duly adopted or passes as an official act of the applicant's governing body, authorizing the execution of this Agreement, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the Provider to act in connection with the Agreement and to provide such additional information as may be required.

B. It, and · any subcontractor hired by Provider to perform on its behalf hereunder, will comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O.11375, "Amending Executive Order 11246, relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

C. It, and any subcontractor hired by Provider to perform on its behalf hereunder, will comply with the provisions of the Hatch Act (5 U.S.C. §§ 1501 - 1508; and 7324 7328), which limits the political activity of the employee.

D. It, and any subcontractor hired by Provider to perform on its behalf hereunder, will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

F. It, and any subcontractor hired by Provider to perform on its behalf hereunder, will comply with the Copeland "Anti-Kickback" Act (18 U.S.C. § 874), as supplemented by the Department of Labor Regulations (29 C.F.R. Part 3, "Contractors and subcontractors on public building or public work financed in whole or in part by

loans or grants from the United States").

G. It, and any subcontractor hired by Provider to perform on its behalf hereunder, will fully comply with all Federal statutes relating to the prohibition against forced child labor and severe forms of trafficking in persons. These include but are not limited to the Trafficking Victims Protection Act of2000 (22 U.S.C. §§ 7104, et seq.) which authorize the termination of grants, contracts and/or cooperative agreements, without penalty to the Federal awarding agency/department, if Provider or any of its subcontractors (i) engages in severe forms of trafficking in persons; (ii) has procured a commercial sex act during the effective period of the contract; and/or (iii) uses forced labor in its performance of this Agreement.

H. It, and any subcontractor hired by Provider to perform on its behalf hereunder, will fully comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) which prohibits discrimination on the bases of race, color or national origin; Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment Practices Act; and any other Federal and State law and regulations hereinafter enacted which may apply to the application.

I. To the extent applicable, if Provider, including any subcontractor it hires to perform on its behalf hereunder, is awarded construction contracts of more than $2,000, Provider agrees to comply with the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7) as supplemented by Department of Labor Regulations (29 CFR Part 5, "Labor standards provisions applicable to contracts governing federally financed and assisted construction"), including the requirement that the correct scale of wages to be paid be posted by the Contractor in a prominent and easily accessible location at the HHS funded worksite.

J. Regarding all negotiated contracts, excluding those for less than $2,500, ECS, NHA, the Federal Awarding Agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts and transcriptions.

K. It, and any subcontractor hired to perform on its behalf hereunder, will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

I HAVE READ AND UNDERSTOOD THAT THE ABOVE INDICATED ASSURANCES ARE REQUIRED TO BE COMPLIED WITH BY THE PRESCHOOL AND CHILD DEVELOPMENT PROGRAMS SAN YSIDRO SCHOOL DISTRICT, A CALIFORNIA SCHOOL DISTRICT, WITH PRIMARY OFFICES LOCATED AT **1880 Smythe Ave. San Ysidro CA. 92173**

Signature,

_____
Chairperson, Board of Directors

Name: Rosaleah Pallasigue
President of the Governing Board

Date Signed:

EXHIBIT F
EMPLOYEE COMPENSATION CAP

Abstract
Funds awarded under the Head Start/Early Head Start grants cannot be used to pay the compensation of an individual either as a direct cost or any proration as indirect costs, at a rate in excess of Executive Level II. The rate of compensation for an Executive Level II employee is $187,000.00 per year. Every Head Start grantee and delegate is responsible for assuring its compliance with Section 653 of the Head Start Act. This provision applies to the salary and fringe benefits of any staff employed by a Head Start program who is paid, in whole or in part, with Head Start funds.

Gina A. Potter, Ed.D.
Name

Date

Superintendent
Title

San Ysidro School District
Organization

EXHIBIT G

The Child Exit Pass Process is designed with the intent that children never leave the site with anyone other than the approved adult. Staff must adhere to the process daily.

Exit Passes:

- The staff is the first checkpoint in ensuring active supervision and child safety during the critical period of sign-out/dismissal.
- The Exit Pass (will include the following - the child's first and last name, Teacher, classroom # and a photo of the child).
- Parent/guardians are not to independently select an Exit Pass Card. The staff that is assigned to monitor sign-out must hand the Exit Pass to the parent/guardian.
- If one adult is signing out two children, the adult must be handed two Exit Passes, one for each child.

Active Supervision by the Exit Greeter:

- Staff should not give an Exit Pass to an adult that is not on the authorization to pick up.
- The Exit Greeter is physically present at the designated exit gate/door from 5-10 minutes before dismissal until all children have left the site.
- Exit Greeter must visually and/or verbally verify that the appropriate child is leaving the site. Exit Greeter must receive the Exit Pass in hand. Exit Greeter must visually look at the Exit Pass to determine that the child's photo on the Exit Pass matches the child at the gate.
- If the Exit Greeter is someone who is not familiar with all children at the site, then the Exit Greeter must verbally ask the child his/her name, and ensure a match on the Exit Pass.
- If visual or verbal verification does not match, the adult and child are to be directed back to the Teacher.

Sign-outs/Dismissals Outside of Identified Exit Greeter Times:

- Occasionally, a child is picked up at a time outside of the times when the Exit Greeter is stationed at the exit gate/door, (i.e. parent picks up the child for a dentist appointment). In this case, an Exit Pass is given to the parent/guardian. The staff meets the parent/guardian and child prior to leaving the site to retrieve the Exit Pass and ensure that the appropriate child is leaving with the appropriate adult.

Child Exit Pass Implementation Plan Form:

Every Site Supervisor will fill out an Implementation Plan for your specific site (see attached form). Retain one at your site and send a copy to your Manager.

Child Exit Pass Implementation Plan

Site: _____ Date: _____

Name of Exit Greeter: _____

Location of Exit Gate/Door: _____

Times that Gate Keeper is assigned at Exit Gate/Door:

_____ AM Session (5-10 minutes before dismissal)
_____ PM Session (5-10 minutes before dismissal)

"Rainy Day" Plan: _____
_____
_____
_____
_____

Special Accommodations for Site-Specific Needs: _____
_____
_____
_____
_____

_____
Site Supervisor Signature

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 12, 2018

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

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

INITIAL:

☐ Informational
☒ Action

AGENDA ITEM: MEMORANDUM OF UNDERSTANDING WITH THE REGENTS OF THE UNIVERSITY OF CALIFORNIA FOR THE EXPANDED FOOD & NUTRITION EDUCATION PROGRAM

BACKGROUND INFORMATION:
The Expanded Food and Nutrition Program (EFNEP) has provided nutrition education to families with limited resources children since 1969. It is a unique collaboration with the U.S. Department of Agriculture, University of California Cooperative Extension and the County of San Diego at no cost to the District.

EFNEP provides six to eight research-based parent workshops on the benefits of learning about food and nutrition in a supportive and fun environment. Parents learn the following: ♦Healthy portion sizes ♦My Pryramid/MyPlate key messages ♦How to use the Nutrition Facts Label ♦How to plan family meals, create a grocery list, and compare brands when purchasing food ♦How to feed young children ♦Strategies for keeping food safe. Some sessions include cooking demonstrations and tasting, and most will include physical activitiy. Participation in EFNEP provides benefits such as improved self-confidence, motivation to make healthy lifestyle changes, and increased self-sufficiency.

The Preschool & Child Development Programs' Children & Families Facilitator will coordinate the dates and locations for the EFNEP Program. Childcare will be provided by preschool staff.

RECOMMENDATION:
Approve the Memorandum of Understanding with the Regents of the University of California for the Expanded Food & Nutrition Education Program for school year 2018-19 at no cost to the District.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

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

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

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

Superintendent's Office Certification:

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

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
ON BEHALF OF ITS
San Diego Cooperative Extension
Expanded Food Nutrition Education Program
AND
San Ysidro School District

The Regents of the University of California, on behalf of its Cooperative Extension for San Diego County (collectively, "University"), is hereby authorized during the period from **August 1, 2018** to **June 30, 2019** to use the facilities of the San Ysidro School District's Preschool and Child Development Center ("Cooperator") at the following locations for the following purpose.

▪ Preschool & Child Development Center (CDC), ▪ Sunset Preschool, and
▪ Ocean View Hills Preschool

Expanded Food Nutrition Education Program will teach Eating Smart * Being Active Curriculum. Please refer to Exhibit A – Program information Scope of Services and Responsibilities.

University shall defend, indemnify and hold Cooperator, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Memorandum of Understanding but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of University, its officers, agents or employees.

Cooperator shall defend, indemnify and hold University, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Memorandum of Understanding but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Cooperator, its officers, agents or employees.

University and Cooperator mutually agree that each shall provide and maintain commercial general liability insurance or self-insurance acceptable to both parties in the minimum amounts of $1,000,000 per occurrence, $2,000,000 general aggregate, $1,000,000 automobile liability, and Workers' Compensation coverage as required by applicable law, and upon request shall furnish proof thereof in the form of a certificate of insurance within thirty (30) days of the effective date of this Memorandum of Understanding. Each Certificate of Insurance shall specify that should any above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

(continued on following page)

Contact Persons:

For University:

Laurent M. Ahiablame
9335 Hazard Way, Suite 201
San Diego, California 92123

For Cooperator:

Lorena Varela-Reed
Director of Child Development
4350 Otay Mesa Road
San Ysidro, California 92173

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding on the latest date of execution set forth below.

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

_____

Wendy Powers
Associate Vice President
University of California
Agriculture and Natural Resources

Date: _____

SAN YSIDRO SCHOOL DISTRICT

_____

Gina A. Potter, Ed.D.
Superintendent

Date: _____

Board Approved: _____

Get Involved!

Contact an educator today!



Adult Educators:

Mary Maser (Eng/Span)
Nutrition Educator | North County
Phone: (858) 263-6010
Email: mlmaser@ucanr.edu

Margarita Schwarz-Ramirez (Eng/Span)
Nutrition Educator
Phone: (858) 822-7734
Email: mschwarz@ucanr.edu

Shirley Salado (Eng/Span)
Program Supervisor
Phone: (858) 822-7724
Email: scsalado@ucanr.edu

Patti Wooten Swanson, PhD
EFNEP Director
Phone: (858) 822-7719
Email: pswanson@ucanr.edu

Ask us about our Youth Program!

Eligibility

EFNEP eligibility may include participants in Supplemental Nutrition Assistance Program (SNAP), Women Infants & Children (WIC), or Head Start.

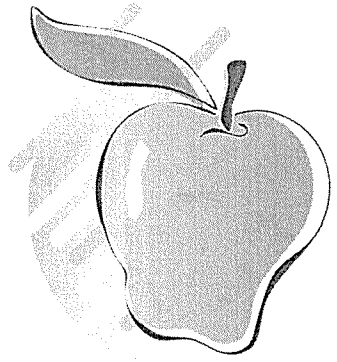
Eligible schools include those that serve 50% or more of free and reduced lunch to their students.

EFNEP assists families with children to improve total family diet and nutritional welfare.



It is the policy of the University of California (UC) and the UC Division of Agriculture & Natural Resources not to engage in discrimination against or harassment of any person in any of its programs or activities (Complete nondiscrimination policy statement can be found at http://ucanr.edu/sites/anrstaff/files/215244.pdf).

Inquiries regarding ANR's nondiscrimination policies may be directed to John I. Sims, Affirmative Action Compliance Officer/Title IX Officer, University of California, Agriculture and Natural Resources, 2801 Second Street, Davis, CA 95618, (530) 750- 1397.



EFNEP

Expanded Food & Nutrition Education Program

County of San Diego

UC CE

University of California
Agriculture and Natural Resources

Nutrition Education

EXHIBIT A - Page | 1

EXHIBIT A

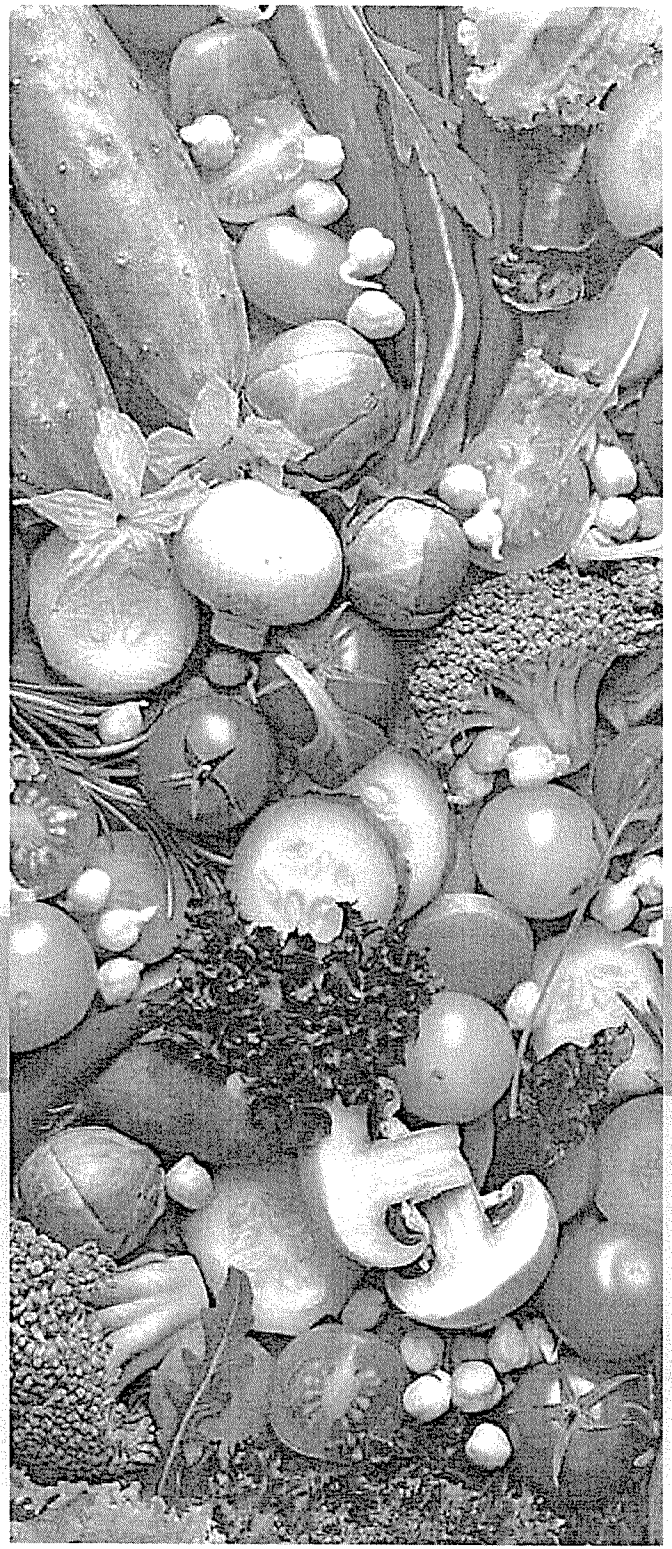
13B.18
Page 4 of 5

What We Do

We help families to:

- Plan healthy meals.
- Select activities and recipes the whole family will enjoy.
- Stretch their food dollars.
- Keep their food safe.
- Be physically active at a level that is comfortable and advisable.
- Learn healthy lifestyles.

*EFNEP offers all this and more at **NO COST** to low-income families.*



How it Works

Our services include:

- Offering nutrition education.
- Providing University of California trained nutrition educators.
- Delivering a series of classes over 4-6 weeks that last 1-2 hours at your location.
- Teaching in both English and Spanish.

You can help us by:

- Coordinating the class schedule with an EFNEP Educator.
- Promoting EFNEP classes to target audiences using marketing materials we supply.
- Recruiting a minimum number of participants in the space you provide.

Eating Smart

Being Active

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 12, 2018

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

FROM:
Special Education
Oscar Madera, Director

INITIAL:
☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH SAN DIEGO OCCUPATIONAL THERAPY

BACKGROUND INFORMATION:
All students with an active Individual Education Program (IEP) shall be evaluated every three (3) years unless otherwise modified by the IEP team. Students may be evaluated earlier than three years upon request. Independent Educational Evaluations (IEE) are provided at public expense through member district of the South County SELPA according to the policy, procedures and criteria, which should all be read in conjunction with one another.

San Diego Occupational Therapy, one of the accepted Independent Educational Evaluators by South County SELPA, has been selected by the parents of a student with special needs, to provide an independent occupational therapy assessment for their child, who currently receives Special Education services per OAH Case No. 2018040016.

RECOMMENDATION:
Approve the agreement with San Diego Occupational Therapy to provide an independent occupational therapy evaluation at a cost up to $1,060.00 from the Special Education fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):
1.1 Continue to provide site and/or district based academic intervention programs to serve the districts subgroups (i.e. English Learners, Low Income, Students with Disabilities, etc) and educationally disadvantaged students in program improvement schools. Personnel (e.g. instructional aides) may be hired to support in-class interventions for all student subgroups and educationally disadvantaged students at all school sites.

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

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

$1,060.00	Special Education	0100-6500000-5770-1190-5800010-054
(Amount)	(Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 13th day of July, 2018, by and between the San Ysidro School District, hereinafter called the "District", and

San Diego Occupational Therapy Company/Consultant	619-940-4128 Telephone Number
6264 Ferris Square, San Diego, CA 92121 Address	admin@SanDiegoOccupationalTherapy.com 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 13, 2018 To: June 30, 2019

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.

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 RESPONSIBLIITIES 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

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 appropriates 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.
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 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.

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

Additional Insured Status

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

Primary Coverage

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

Notice of Cancellation

The Provider shall file, with the District, Certificates of Insurance indicating a thirty-day (30) cancellation notice and naming the **SAN YSIDRO SCHOOL DISTRICT** as an **additional insured with endorsements attached.**

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

Claims Made Policies (note – should be applicable only to professional liability, see below)

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
3. If coverage is canceled or non-renewed, and not replaced ***with another claims-made policy form with a Retroactive Date prior to*** the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of ***five (5)*** years after completion of work.

Verification of Coverage

Consultant shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the District before work/services commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

5.1 DELAYS IN PERFORMANCE

(1) Neither District nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other disturbances; sabotage or judicial restraint.

(2) Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

5.2 SUSPENSION OF SERVICES

The District may, in its sole discretion, suspend all or any part of Services provided hereunder with cost to date of suspension. Consultant may not suspend its services without District's express written consent.

5.3 TERMINATION OF AGREEMENT

(1) Termination. District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to District to date of the notice of termination and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

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

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

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

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

(1) All materials and data, including but not limited to, data on electronic or magnetic media and any materials, documents and data required to be made or kept pursuant to federal, state or local laws, rules or regulations, prepared or collected by Consultant pursuant to this Agreement, shall be the sole property of the District, except that Consultant shall have the right to retain copies of all such documents and data for its records. District shall not be limited in any way in its use of such materials and data at any time, provided that any such use not within the purposes intended by this Agreement shall be at District's sole risk and provided that Consultant shall be indemnified against any damages resulting from such use, including the release of this material to third parties for a use not intended by this Agreement.

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

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

and Protection Act (COPPA), the Family Educational Rights and Privacy Act (FERPA), and HIPAA Privacy regulations and any other privacy laws, policies and regulations that may apply such as American Recovery and Reinvestment Act of 2009 ("ARRA") and the Health Information Technology and Economic Clinical Health Act of 2009 ("HITECH").

AB1584 requires, in part, that any agreement entered into, renewed or amended after January 1, 2015 between a local education agency (LEA) and a third-party service provider must include certain terms; and the LEA and the Service Provider desire to have this Agreement and the services provided comply with AB1584. This includes to all forms of protected health information, including paper, oral, and electronic, etc. Furthermore, only the minimum health information necessary to conduct business is to be used or shared.

- Pupil records obtained by the Consultant/Service Provider from LEA/District continue to be the property of and under the control of the District. The Consultant will obtain information regarding disciplinary and/or behavioral events for the purpose of allowing District personnel to improve and provide services to pupils. The Consultant will not be obtaining pupil-generated content.
- In the event of an unauthorized disclosure of a pupil's records, the Consultant shall report to an affected parent, legal guardian, or eligible pupil pursuant to the following procedure; written communication to the District's Superintendent, Deputy Superintendent and/or designee.
- The Consultant shall not use any information in a pupil record for any purpose other than those required or specifically permitted by this Professional Services Agreement.
- Consultant certifies that a pupil's records shall not be retained or available to the Consultant upon completion of the terms of this Professional Services Agreement.
- District agrees to work with Consultant to ensure compliance with FERPA.
- Consultant shall not use personally identifiable information in pupil records to engage in targeted advertising.
- Pupil records include any information directly related to a pupil that is maintained by the District or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other District employees. Pupil records does not include/not mean de-identified information (information that cannot be used to identify an individual pupil) used by the third party to (1) improve educational products for adaptive learning purposes and for customized pupil learning; De-identified information, including aggregated de-identified information. (2) Demonstrate the effectiveness of the operator's products in the marketing of those products; or for the development and improvement of educational sites, services, or applications.

5.5 SAFETY

Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

5.6 PROJECT STAFFING

Consultant shall provide adequate staff and resources to facilitate all Consultant activity. Should Consultant fail to adequately staff a project, the District may, at its sole discretion, retain third party consulting services and back charge Consultant for all third party fees.

5.7 INDEMNIFICATION

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.

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:	San Diego Occupational Therapy
Name:	Dr. Stephanie Drummond
Title:	Owner
Address:	6264 Ferris Square
City/State/Zip Code:	San Diego, CA 92121
Telephone:	619-940-4128
Email:	admin@SanDiegoOccupationalTherapy.com

DISTRICT:	San Ysidro School District	
Name:	Gina A. Potter, Ed.D.	Oscar Madera
Title:	Superintendent	Special Education Director
Address:	4350 Otay Mesa Road	4350 Otay Mesa Road
City/State/Zip code:	San Ysidro, CA 92173	San Ysidro, CA 92173
Telephone:	(619) 428-4476	(619) 428-4476 x 3091
Email:	gina.potter@sysd.k12.ca.us	oscar.madera@sysd.k12.ca.us

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
San Diego Occupational Therapy	**San Ysidro School District**
Firm Name	Firm Name
Signature of Authorized Agent	Signature
Dr. Stephanie Drummond, Owner	Gina A. Potter, Ed.D., Superintendent
Print Name, Title	Print Name, Title
Date:	Date
619-940-4128	
Phone Number	Board Approved

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

CERTIFICATION PURSUANT TO EDUCATION CODE ECTION 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 _____

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

SCOPE OF SERVICES

San Diego Occupational Therapy will conduct an occupational therapy independent educational evaluation that consists of initial assessment, classroom observation, extensive written report with scoring and recommendations, and attending IEP meeting for presentation of report.

Total Cost: $1,060.00

SYSD _____

CONSULTANT _____

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 12, 2018

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

FROM:
Special Education
Oscar Madera, Director

INITIAL

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH MARGARET CLAIRE PERKINS

BACKGROUND INFORMATION:
All students with an active Individual Education Program (IEP) shall be evaluated every three (3) years unless otherwise modified by the IEP team. Students may be evaluated earlier than three years upon request. Independent Educational Evaluations (IEEs) are provided at public expense through member districts of the South County SELPA according to the policy, procedures and criteria, which should all be read in conjunction with one another.

Margaret Claire Perkins, is a South County SELPA approved Independent Educational Evaluator, who has been selected by the parents of a student with special needs, to provide an independent Alternative Augmentative Communication (AAC) assessment for their child, per OAH Case No. 2018040016.

RECOMMENDATION:
Approve the agreement with Margaret Claire Perkins, an Independent Educational Evaluator, to provide an Alternative Augmentative Communication evaluation at a cost up to $1,800.00 from the Special Education fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):
Goal 1, Item 1.21:
Continue to provide site and/or district based academic intervention programs to serve the districts subgroups (i.e. English Learners, Low Income, Students with Disabilities, etc) and educationally disadvantaged students in program improvement schools. Personnel (e.g. instructional aides) may be hired to support in-class interventions for all student subgroups and educationally disadvantaged students at all school sites.

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

Financial Implications?	Are funds for this item available in the 2018-2019 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	
$1,800.00 (Amount)	Special Education (Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 13th day of July, 2018, by and between the San Ysidro School District, hereinafter called the "District", and

Margaret Claire Perkins Company/Consultant	707-338-4457 Telephone Number
7040 Avenida Encinas, Suite 104-416, Carlsbad, CA 92011 Address	margaret.perkins@socalaactherapist.com 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 13, 2018 To: June 30, 2019

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.

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 RESPONSIBLIITIES 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

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 $3,000,000.
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 appropriates 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.
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 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.

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 evidencing such coverage** 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- calendar day (30) cancellation notice and naming the **SAN YSIDRO SCHOOL DISTRICT** as an **additional insured with endorsements evidencing such coverage should be attached.**

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

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

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
3. If coverage is canceled or non-renewed, and not replaced ***with another claims-made policy form with a Retroactive Date prior to*** the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of ***five (5)*** years after completion of work.

Verification of Coverage

Consultant shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the District before work/services commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

(1) Neither District nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other disturbances; sabotage or judicial restraint.

(2) Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

5.2 SUSPENSION OF SERVICES

The District may, in its sole discretion, suspend all or any part of Services provided hereunder with cost to date of suspension. Consultant may not suspend its services without District's express written consent.

5.3 TERMINATION OF AGREEMENT

(1) Grounds for Termination. District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to District to date of the notice of termination and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

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

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

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

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

(1) All materials and data, including but not limited to, data on electronic or magnetic media and any materials, documents and data required to be made or kept pursuant to federal, state or local laws, rules or regulations, prepared or collected by Consultant pursuant to this Agreement, shall be the sole property of the District, except that Consultant shall have the right to retain copies of all such documents and data for its records. District shall not be limited in any way in its use of such materials and data at any time, provided that any such use not within the purposes intended by this Agreement shall be at District's sole risk and provided that Consultant shall be indemnified against any damages resulting from such use, including the release of this material to third parties for a use not intended by this Agreement.

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

(3) The District is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 (AB 1584), the California Education Code, the Children's Online Privacy and Protection Act (COPPA), the Family Educational Rights and Privacy Act (FERPA), and HIPAA Privacy regulations and any other privacy laws, policies and regulations that may apply such as American Recovery and Reinvestment Act of 2009 ("ARRA") and the Health Information Technology and Economic Clinical Health Act of 2009 ("HITECH").

AB1584 requires, in part, that any agreement entered into, renewed or amended after January 1, 2015 between a local education agency (LEA) and a third-party service provider must include certain terms; and the LEA and the Service Provider desire to have this Agreement and the services provided comply with AB1584. This includes to all forms of protected health information, including paper, oral, and electronic, etc. Furthermore, only the minimum health information necessary to conduct business is to be used or shared.

- Pupil records obtained by the Consultant/Service Provider from LEA/District continue to be the property of and under the control of the District. The Consultant will obtain information regarding disciplinary and/or behavioral events for the purpose of allowing District personnel to improve and provide services to pupils. The Consultant will not be obtaining pupil-generated content.
- In the event of an unauthorized disclosure of a pupil's records, the Consultant shall report to an affected parent, legal guardian, or eligible pupil pursuant to the following procedure; written communication to the District's Superintendent, Deputy Superintendent and/or designee.
- The Consultant shall not use any information in a pupil record for any purpose other than those required or specifically permitted by this Professional Services Agreement.
- Consultant certifies that a pupil's records shall not be retained or available to the Consultant upon completion of the terms of this Professional Services Agreement.
- District agrees to work with Consultant to ensure compliance with FERPA.
- Consultant shall not use personally identifiable information in pupil records to engage in targeted advertising.
- Pupil records include any information directly related to a pupil that is maintained by the District or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other District employees. Pupil records does not include/not mean de-identified information (information that cannot be used to identify an individual pupil) used by the third party to (1) improve educational products for adaptive learning purposes and for customized pupil learning; De-identified information, including aggregated de-identified information. (2) Demonstrate the effectiveness of the operator's products in the marketing of those products; or for the development and improvement of educational sites, services, or applications.

5.5 SAFETY

Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

5.6 PROJECT STAFFING

Consultant shall provide adequate staff and resources to facilitate all Consultant 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.

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:	
Name:	Margaret Claire Perkins
Title:	Speech and Language Pathologist, AAC Specialist
Address:	7040 Avenida Encinas, Suite 104-416
City/State/Zip Code:	Carlsbad, CA 92011
Telephone:	707-338-4457
Email:	margaret.perkins@socalaactherapist.com

DISTRICT:	San Ysidro School District	
Name:	Gina A. Potter, Ed.D.	Oscar Madera
Title:	Superintendent	Special Education Director
Address:	4350 Otay Mesa Road	4350 Otay Mesa Road
City/State/Zip code:	San Ysidro, CA 92173	San Ysidro, CA 92173
Telephone:	(619) 428-4476	(619) 428-4476 x3091
Email:	gina.potter@sysd.k12.ca.us	oscar.madera@sysd.k12.ca.us

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**
Margaret Claire Perkins Firm Name	**San Ysidro School District** Firm Name
Signature of Authorized Agent	Signature
Margaret Claire Perkins, SLP, AAC Specialist Print Name, Title	Gina A. Potter, Ed.D., Superintendent Print Name, Title
Date:	Date
707-338-4457 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 ECTION 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 _____

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

EXHIBIT A
SCOPE OF SERVICES

IEE will be providing Alternative Augmentative Communication (AAC) evaluation to a special education and present it at the IEP meeting.

Total Cost: $1,800.00

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 12, 2018

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

FROM:
Educational Services
Manuela Colom, Executive Director

INITIAL:
☐ Informational
☒ Action

AGENDA ITEM: AMENDMENT TO THE FULCRUM MANAGEMENT SOLUTIONS, INC. AGREEMENT FOR THOUGHTEXCHANGE ENTERPRISE SOFTWARE

BACKGROUND INFORMATION:
Thoughtexchange is a communication tool that allows participants to interact in challenging conversations and it empowers leaders to hold productive group conversations with stakeholders. Topics may include organizational improvements, facilities, ethics, communication and many other topics. Thoughtexchange Enterprise Software and Services includes: • Unlimited projects: participants, support, custom result analysis, modernization, customized result websites and facilitation. • Consulting and • Custom Branding.

The District wishes to retain the services of Fulcrum Management Solutions, Inc., for the implementation of Thoughtexchange Enterprise Software as the means of communication between parents and the District during school year 2018-19. This amendment extends the term of the agreement to July 31, 2019.

RECOMMENDATION:
Approve the amendment to the agreement with Fulcrum Management Solutions, Inc. to continue with the services of Thoughtexchange Enterprise Software during the 2018-19 school year at a cost of $20,000.00 from the Supplemental and Concentration fund.

LCAP GOAL AND ACTION/SERVICE:
Goal 3: Parent Engagement - Action 3.2: Provide parents with opportunities to provide input on decisions through involvement on site and district committees.

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

Financial Implications?	Are funds for this item available in the 2018-2019 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	
$20,000.00 (Amount)	Supplemental & Concentration Fund (Name of funding source and/or location)	-- (Funding account number)

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

Superintendent's Office Certification:

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

thoughtexchange

Fulcrum Management Solutions Inc.
Thoughtexchange™ Addition to Terms of Service Agreement

This document is an addition to terms of the existing Thoughtexchange Software Subscription & Services Agreement dated June 22, 2017 between Fulcrum Management Solutions Inc. and you, San Ysidro School District.

Extension

Your license is hereby extended to July 31, 2019.

As consideration for this extension, you will pay a total fee of 20,000.00 US Dollars. An invoice, showing relevant taxes, will be provided upon acceptance of this agreement.

All other terms and conditions of that agreement remain unchanged.

Please indicate your acceptance of these additions by email reply or by signing below and returning this cover page to us.

San Ysidro	Fulcrum Management Solutions Inc.
	Juliette Franklin
By: _____	By: _____
Gina A. Potter, Ed.D.	Juliette Franklin
(Above Name Printed)	(Above Name Printed)
Superintendent	VP Finance
(Title)	(Title)
_____	July 4, 2018
(Date)	(Date)

Board Approved: _____

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 12, 2018

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

FROM:
Educational Services
Manuela Colom, Executive Director

INITIAL: GAP

☐ Informational
☒ Action

AGENDA ITEM: PURCHASE AGREEMENT WITH COLLEGEBOARD FOR SPRINGBOARD INSTRUCTIONAL MATERIALS

BACKGROUND INFORMATION:
SpringBoard Mathematics is a core curriculum for all students in grades 6th –12th. It is a complete instructional program, aligned to State standards, that gives teachers everything they need to get students ready for college-level work. This program offers engaging activities and lessons, formative and summative assessments, and a wide range of tools and resources that support teachers while giving them the flexibility to teach their way.

The SpringBoard Mathematics Program was adopted and implemented last year, and we need to enter into a purchase agreement for school year 2018-19. The purchase agreement with CollegeBoard includes SpringBoard Math materials and coaching services that feature rigorous standards, instructional resources and formative assessments in Mathematics through a web-supported integrated program for grades 6th- 8th.

RECOMMENDATION:
Approve the purchase agreement with CollegeBoard for the SpringBoard Math Program for grades 6th to 8th at a cost up to $38,777.20 from the General fund.

LCAP GOAL AND ACTION/SERVICE:
Goal 1: Student Achievement - All students, including English Learners, will improve annually in all content areas.

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

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

$38,777.20	General Fund	--
(Amount)	(Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

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

CollegeBoard **SpringBoard**

2018-2019 California Materials Order Form

To place an order: Return signed order form with purchase order/check to:
FAX: 646-607-2881 OR EMAIL: SpringBoardOrders@collegeboard.org

Questions? Contact the SpringBoard Team 877-999-7723

Step 1. Enter Your Contact Information

School Name	La Mirada Elementary
Contact for Materials	Luis Ramos
Contact Email Address:	lramos@sysd.k12.ca.us
Contact Phone:	(619)428-4476 Ext 3499
IT Contact Name/Email:	Todd Lewis - todd.lewis@sysd.k12.ca.us

Step 2. Materials: Enter quantities and shipping location below

Shipping Information (required information) * Will receive tracking information via email

Location Type	School
Ship Location	San Ysidro School District - Warehouse
Address 1	4350 Otay Mesa Road
Address 2	
City	San Ysidro
State, Zip	CA, 92173

Ship To Contact	Araceli Sanchez
Phone	(619)428-4476 Ext. 3002
Email *	asanchez@sysd.k12.ca.us
Special Delivery Instructions:	

Math National Edition

PRINT EDITIONS	STUDENT EDITIONS				TEACHER EDITIONS			
Title	ISBN	Price	Quantity	Cost	ISBN	Price	Quantity	Cost
Course 1 - 2014©	978-1-4573-0148-3	$17.95	90	$ 1,615.50	978-1-4573-0155-1	$91.00		$ -
Course 2 - 2014©	978-1-4573-0149-0	$17.95		$ -	978-1-4573-0156-8	$91.00		$ -
Course 3 - 2014©	978-1-4573-0150-6	$17.95		$ -	978-1-4573-0157-5	$91.00		$ -
Algebra 1 -2014©	978-1-4573-0151-3	$18.95		$ -	978-1-4573-0158-2	$94.00		$ -
Geometry - 2015©	978-1-4573-0152-0	$19.45		$ -	978-1-4573-0159-9	$98.00		$ -
Algebra 2 - 2015©	978-1-4573-0153-7	$19.45		$ -	978-1-4573-0160-5	$98.00		$ -
Integrated Math I 2017©	978-1-4573-0542-9	$18.95		$ -	978-1-4573-0549-8	$94.00		$ -
Integrated Math II 2017©	978-1-4573-0543-6	$19.45		$ -	978-1-4573-0550-4	$98.00		$ -
Integrated Math III 2017©	978-1-4573-0544-3	$19.45		$ -	978-1-4573-0551-1	$98.00		$ -
Precalculus - 2015©	978-1-4573-0154-4	$19.45		$ -	978-1-4573-0161-2	$98.00		$ -

Strategy Posters	Price	Quantity	Cost
Math Strategy Poster Set (2 Posters)	$8.95		$ -

Math Total	$1,615.50

Step 3. Indicate Payment and Sign Order Form (ORDER WILL NOT BE PROCESSED WITHOUT A SIGNATURE BELOW)

Select Payment Type: ▼ PO # _____

I verify that the information and quantities indicated on this form are accurate and that I am authorized to approve this order on behalf of the district/schools indicated. I understand and accept the terms and conditions outlined in the "Policies" section of this form.

		X _____	
Print Name	**Title**	**Signature (REQUIRED)**	**Date**

Continue to Page 2 for ELA and ELD Materials

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CollegeBoard **SpringBoard**®

2018-2019 California Materials Order Form

ELA California Edition & ELD

ELA ELD Bundles	*Bundle price includes 1 ELA and 1 ELD Student Edition* *Teacher Editions must be purchased separately*			
TITLE	**ISBN**	**Price**	**Quantity**	**Cost**
ELA/ELD Bundle - Grade 6©	2016CAELDGR6SE	$23.35		$ -
ELA/ELD Bundle - Grade 7©	2016CAELDGR7SE	$23.35		$ -
ELA/ELD Bundle - Grade 8©	2016CAELDGR8SE	$23.35		$ -
ELA/ELD Bundle - Grade 9©	2016CAELDGR9SE	$24.85		$ -
ELA/ELD Bundle - Grade 10©	2016CAELDGR10SE	$24.85		$ -
ELA/ELD Bundle - Grade 11©	2016CAELDGR11SE	$24.85		$ -
ELA/ELD Bundle - Grade 12©	2016CAELDGR12SE	$24.85		$ -

PRINT EDITIONS	STUDENT EDITIONS				TEACHER EDITIONS			
ELA California Edition	**ISBN**	**Price**	**Quantity**	**Cost**	**ISBN**	**Price**	**Quantity**	**Cost**
Grade 6 - 2017©	978-1-4573-0462-0	$19.25		$ -	978-1-4573-0469-9	$92.00		$ -
Grade 7 - 2017©	978-1-4573-0463-7	$19.25		$ -	978-1-4573-0470-5	$92.00		$ -
Grade 8 - 2017 ©	978-1-4573-0464-4	$19.25		$ -	978-1-4573-0471-2	$92.00		$ -
Grade 9 - 2017©	978-1-4573-0465-1	$19.95		$ -	978-1-4573-0472-9	$98.00		$ -
Grade 10 - 2017©	978-1-4573-0466-8	$19.95		$ -	978-1-4573-0473-6	$98.00		$ -
Grade 11 - 2017©	978-1-4573-0467-5	$19.95		$ -	978-1-4573-0474-3	$98.00		$ -
Senior English - 2017©	978-1-4573-0468-2	$19.95		$ -	978-1-4573-0475-0	$98.00		$ -

ELD©	ISBN	Price	Quantity	Cost	ISBN	Price	Quantity	Cost
ELD - Grade 6 2017©	978-1-4573-0476-7	$12.95		$ -	978-1-4573-0483-5	$92.00		$ -
ELD - Grade 7 2017©	978-1-4573-0477-4	$12.95		$ -	978-1-4573-0484-2	$92.00		$ -
ELD - Grade 8 2017©	978-1-4573-0478-1	$12.95		$ -	978-1-4573-0485-9	$92.00		$ -
ELD - Grade 9 2017©	978-1-4573-0479-8	$13.25		$ -	978-1-4573-0486-6	$98.00		$ -
ELD - Grade 10 2017©	978-1-4573-0480-4	$13.25		$ -	978-1-4573-0487-3	$98.00		$ -
ELD - Grade 11 2017©	978-1-4573-0481-1	$13.25		$ -	978-1-4573-0488-0	$98.00		$ -
ELD - Senior English 2017©	978-1-4573-0482-8	$13.25		$ -	978-1-4573-0489-7	$98.00		$ -

ELA/ELD Total	$0.00

Continue to Page 3 for Close Reading Workshop, Writing Workshop & ELA Posters

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CollegeBoard **SpringBoard**

2018-2019 California Materials Order Form

Close Reading Workshop, Writing Workshop & ELA Posters

ELA Close Reading Workshop / Writing Workshop Bundle	*Bundle price includes 1 CRW and 1 WW Student Edition Teacher Editions must be purchased separately*			
TITLE	ISBN	Price	Quantity	Cost
CRW/WW Bundle - Grade 6©	2016CACRWGR6SE	$12.95		$ -
CRW/WW Bundle - Grade 7©	2016CACRWGR7SE	$12.95		$ -
CRW/WW Bundle - Grade 8©	2016CACRWGR8SE	$12.95		$ -
CRW/WW Bundle - Grade 9©	2016CACRWGR9SE	$12.95		$ -
CRW/WW Bundle - Grade 10©	2016CACRWGR10SE	$12.95		$ -
CRW/WW Bundle - Grade 11©	2016CACRWGR11SE	$12.95		$ -
CRW/WW Bundle - Grade 12©	2016CACRWGR12SE	$12.95		$ -

PRINT EDITIONS	STUDENT EDITIONS				TEACHER EDITIONS			
ELA Close Reading Workshop©	ISBN	Price	Quantity	Cost	ISBN	Price	Quantity	Cost
CRW - Grade 6 2017©	978-1-4573-0702-7	$8.99		$ -	978-1-4573-0709-6	$29.99		$ -
CRW - Grade 7 2017©	978-1-4573-0703-4	$8.99		$ -	978-1-4573-0710-2	$29.99		$ -
CRW - Grade 8 2017©	978-1-4573-0704-1	$8.99		$ -	978-1-4573-0711-9	$29.99		$ -
CRW - Grade 9 2017©	978-1-4573-0705-8	$8.99		$ -	978-1-4573-0712-6	$29.99		$ -
CRW - Grade 10 2017©	978-1-4573-0706-5	$8.99		$ -	978-1-4573-0713-3	$29.99		$ -
CRW - Grade 11 2017©	978-1-4573-0707-2	$8.99		$ -	978-1-4573-0714-0	$29.99		$ -
CRW - Grade 12 2017©	978-1-4573-0708-9	$8.99		$ -	978-1-4573-0715-7	$29.99		$ -

ELA Writing Workshop©	ISBN	Price	Quantity	Cost	ISBN	Price	Quantity	Cost
WW - Grade 6 2017©	978-1-4573-0688-4	$9.99		$ -	978-1-4573-0695-2	$29.99		$ -
WW - Grade 7 2017©	978-1-4573-0689-1	$9.99		$ -	978-1-4573-0696-9	$29.99		$ -
WW - Grade 8 2017©	978-1-4573-0690-7	$9.99		$ -	978-1-4573-0697-6	$29.99		$ -
WW - Grade 9 2017©	978-1-4573-0691-4	$9.99		$ -	978-1-4573-0698-3	$29.99		$ -
WW - Grade 10 2017©	978-1-4573-0692-1	$9.99		$ -	978-1-4573-0699-0	$29.99		$ -
WW - Grade 11 2017©	978-1-4573-0693-8	$9.99		$ -	978-1-4573-0700-3	$29.99		$ -
WW - Grade 12 2017©	978-1-4573-0694-5	$9.99		$ -	978-1-4573-0701-0	$29.99		$ -

Strategy Posters	Price	Quantity	Cost
ELA Strategy Poster Set (3 Posters)	$12.95		$ -

ELA Total	$0.00
Math Total	$1,615.50
Shipping (10%)	$161.55
Overall Total	**$1,777.05**

Continue to Page 4 for Terms and Conditions

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CollegeBoard SpringBoard®

Below are the terms and conditions for your use of SpringBoard®.

By acquiring College Board's SpringBoard® program, you ("Customer" or "You") accept the terms of this Agreement. Should Customer fail to comply with these requirements, the College Board will terminate online access without liability. If Customer subscribes to SpringBoard pursuant to a separate written contract or order form with the College Board ("CRS Agreement"), the terms of the separate written CRS Agreement between the College Board and Customer for SpringBoard supersede the terms contained herein to the extent they conflict with any terms in this Agreement.

SpringBoard® Program Overview. The College Board's SpringBoard Program, a proprietary program that helps prepare 6th through 12th grade students to succeed at college-level work, includes student and teacher editions, a website license to SpringBoard Digital and professional development and coaching services, that feature rigorous standards, instructional resources, and formative assessments in mathematics and/or English language arts through a web-supported, integrated program (the "SpringBoard Program"). For more details on the SpringBoard Program, see: http://springboardprogram.collegeboard.org/.

License Grant. The following licenses are referred to herein collectively as the "Licenses".

Site License. The College Board hereby grants to Customer a limited, non-exclusive, non-transferable, non-assignable, revocable license during the Term of this Agreement to access and use the SpringBoard website ("SpringBoard Digital") and to allow each of the participating schools (the "Schools") to use SpringBoard Digital in accordance with the terms and conditions governing use of and access to SpringBoard Digital for teachers and for students located at Customer's URL to access SpringBoard Digital ("Site Terms and Conditions"), and to use all content available on SpringBoard Digital in print or otherwise provided to Customer, and the privacy policy for SpringBoard Digital also located at Customer's URL ("Privacy Policy"). Access to SpringBoard Digital is for the sole purpose of improving teaching and learning of students in the grades designated by Customer in mathematics and/or English language arts within the Schools. Unless Customer is ordering SpringBoard "Digital Only", College Board shall provide Customer with one consumable student edition for each license granted for students and one teacher edition for each teacher. College Board shall provide Customer with these consumable editions annually at the start of each school year.

Schools' Compliance with License Terms. Customer shall be responsible for the Schools' compliance with the terms of all Licenses.

Access to SpringBoard. Customer will access SpringBoard Digital via the College Board's website. Customer understands and agrees that there is a risk of interruption to websites. Additionally, the website may be suspended from time to time for administrative purposes, as necessary, including but not limited to, system maintenance. The College Board may change the technical functionality of the website at any time upon notice (where reasonable) to Customer to the extent necessary to address technical and other business needs of the College Board.

Content Revision. The College Board reserves the right to update the content of the SpringBoard Digital and Products, services and deliverables. If significant revisions are made to any Product, furnished under this Agreement then the Customer shall receive the most recent version of the Product. This shall only apply to future years from the revision date of the Product's furnished under this Agreement.

Restrictions on Use. Customer shall not: (a) sell, rent, lease, loan, sublicense, disseminate, assign, reverse engineer, attempt to derive the source code of, transfer or otherwise provide access to third parties, make the website available for use by third parties or use the website for the benefit of any third party; (b) copy, reproduce, modify, adapt, translate or create any derivative works from the website; (c) remove, alter, obscure or tamper with any trademark, copyright or other proprietary markings or notices affixed to or contained within the website; or (d) encourage or permit any user or other third party to engage in any of the foregoing. Customer shall be responsible for ensuring that all students and teachers comply with the terms of this Schedule. If Customer violates any of the provisions hereof, the College Board shall have the right to terminate your right to use of SpringBoard Digital, without waiver of any other remedy, whether legal or equitable.

Service Providers. The College Board maintains a relationship with and has agreements with certain vendors ("Service Provider(s)") for access to some of the services and tools offered through SpringBoard Digital. Customer acknowledges and agrees that the information that is uploaded to SpringBoard Digital will be accessible to the applicable Service Provider for the sole purpose of providing those services to Customer. Please be aware that any information supplied to Service Provider is subject to their security and privacy policies. The College Board encourages Customer to read the policies of Service Provider, because their privacy practices may differ from the College Board's practices.

Customer Obligations. Customer shall provide certain information on the participating students in the Schools for the SpringBoard Program ("Registration Information"). Unless the College Board otherwise directs, the Registration Information shall include each student's username, password, and first and last name. At no additional cost to Customer, Customer may use a third party to upload and manage the Registration Information for students participating in the SpringBoard Program. Such third parties, include, without limitation, Zink Reading Labs, Turnitin, Desmos and Clever. Customer may also choose to manually update the Registration Information directly on the SpringBoard Site.

Customer shall comply with the Family Educational Rights and Privacy Act, 20 U.S.C. s. 1232g, and its implementing regulations, 34 C.F.R. pt. 99 ("FERPA") in connection with the SpringBoard Program. Customer shall obtain any and all consents necessary for students to participate in the SpringBoard Program, and Customer shall include in its annual notification of rights under FERPA criteria that support the designation of the College Board and its employees as school officials with legitimate educational interests. Customer authorizes the College Board to use personally identifiable, non-directory information to conduct studies with the purpose of improving instruction for the SpringBoard Program in accordance with 34 C.F.R. 99.31(a)(6)(i).

Customer Representations Customer has designated as "directory information" for purposes of FERPA, a student's name, the most recent educational agency or institution attended, and the other items specifically identified as directory information in 34 C.F.R. 99.3. To the extent the Registration Information includes only such directory information, the College Board may redisclose the Registration Information in accordance with the Privacy Policy without the consent of the parent or student eighteen (18) years of age or older.

To the extent that the Registration Information or other personally identifiable information from education records of students disclosed by Customer to the College Board includes information other than directory information, for purposes of FERPA the College Board and its employees and independent contractors are "school officials" whom Customer has determined to have "legitimate educational interests", and Customer may disclose such non-directory information to the College Board consistent with FERPA and other applicable law and policy.

Customer has a policy on acceptable use of computer equipment and services by teachers, other staff, and students that is at least as rigorous as the Site Terms and Conditions. The Site Terms and Conditions are consistent with and sufficient under Customer's computer use and other relevant policies.

Customer has a policy on confidentiality of student records consistent with and sufficient under FERPA. The Privacy Policy is consistent with and sufficient under Customer's FERPA and other relevant policies.

Customer represents and warrants that it is empowered under applicable state laws to enter into and perform this Agreement and it has caused this Agreement to be duly authorized, executed and delivered.

You represent and warrant that you have obtained any consent that You require from, for example, Your management, superintendent, district, Your school and any third parties to the extent consent is necessary to authorize You to enter into this Agreement.

General Disclaimer. THE COLLEGE BOARD HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

Limitation of Liability. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE COLLEGE BOARD AND ITS' AFFILIATES FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE WORK PERFORMED BY THE COLLEGE BOARD PURSUANT TO THIS AGREEMENT FROM ANY CAUSE OR CAUSES, INCLUDED BUT NOT LIMITED TO THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR WARRANTY EXPRESS OR IMPLIED OF THE COLLEGE BOARD OR ITS' AFFILIATES, SHALL NOT EXCEED THE ACTUAL AMOUNT PAID TO THE COLLEGE BOARD UNDER THIS AGREEMENT FOR THE SPECIFIC DELIVERABLE SUBJECT TO THE DAMAGES CLAIM. IN NO EVENT WILL THE COLLEGE BOARD AND ITS AFFILIATES HAVE ANY LIABILITY TO PURCHASER IN CONNECTION WITH THIS AGREEMENT FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTIAL, SPECIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM OR THEORY OF LIABILITY. TO THE EXTENT ALLOWED BY LAW, PURCHASER WILL INDEMNIFY, DEFEND AND HOLD HARMLESS, THE COLLEGE BOARD AGAINST THIRD PARTY CLAIMS THAT ARISE AS A RESULT OF THE BREACH OF THIS AGREEMENT BY CUSTOMER

Ownership of Intellectual Property. Customer agrees and acknowledges that all intellectual property provided under or pertaining to this Agreement, including, but not limited to, any College Board publications, College Board website(s), CD-ROMS, videos, examinations and all items contained therein, including all copies thereof, all data and any parts thereof, all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights are the sole and exclusive property of the College Board. Nothing in this Agreement should be interpreted to indicate that the College Board is passing its proprietary rights in and to the College Board Intellectual Property to the Customer.

Confidentiality. All information exchanged hereunder to which either party shall have access in connection with this Agreement, including the terms of this Agreement, is confidential ("Confidential Information"), and except as otherwise expressly provided in this Agreement, neither party will authorize or permit the other party's Confidential Information to be conveyed or in any manner communicated to or made available to any third party or to be physically duplicated or reproduced or used by or for the benefit of any third party, in whole or in part; provided, however, that Confidential Information shall exclude any data or information that: (a) is publicly disclosed or expressly approved for public disclosure by the act of an authorized agent of either party; (b) becomes publicly known without breach of any confidentiality obligation; or (c) is required to be disclosed pursuant to any applicable law or regulation, government authority or duly authorized subpoena or court order, provided that the disclosing party in such event shall provide the other party with notice of such requirement as soon as practicable after such

Data Protection. The College Board shall take actions to ensure the security and confidentiality of Confidential Information. The College Board assures Customer that the College Board employs security controls designed to secure and protect personally identifiable information in a manner consistent with industry standards. The College Board shall maintain the Registration Information (defined in Section 3.1) that may be obtained pursuant to this Agreement in a secure computer environment and not copy, reproduce or transmit such data except as necessary to fulfill the purpose of the original request.

The College Board has security measures in place designed to help protect against loss, misuse and alteration of the data under the College Board's control. College Board shall develop, implement, maintain and use reasonably appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all stored, managed, retained,

Security Measures. To ensure the security and confidentiality of confidential records the College Board shall designate an employee responsible for the training and compliance of all College Board employees, agents, and assigns on compliance with security and confidentiality provisions detailed in this Agreement. The College Board warrants that the confidentiality requirements and security measures identified in the Agreement will be extended by contract to any and all subcontractors used by College Board, if any, to execute the terms of the Agreement.

The College Board will use appropriate and reliable storage media, regularly backup student records and retain such backup copies for the duration of the Agreement and as defined by the College Board. The Customer acknowledges that College Board utilizes cloud hosting service providers throughout its infrastructure. The College Board warrants that all student records will be stored in the United States where technically feasible and reasonable as determined solely by College Board. Customer acknowledges that in some cases the College Board may not be able to restrict the location of data due to limitations within the cloud hosting service provider capabilities.

Notice. In the event of an unauthorized disclosure of student records the Customer and College Board agree to notify the other party, fully investigate the incident and fully cooperate with any investigation of the incident, implement remedial measures and respond in a timely manner. Such notification shall be promptly performed as information becomes available but not greater than 30 calendar days immediately upon becoming aware of: (1) a confirmed compromise of student records, or of (2) circumstances that could have reasonably resulted in an unauthorized access to or disclosure of student records. Both Customer and College Board acknowledge that in the event of an unauthorized disclosure computer forensics teams may require many days, weeks or even months to fully ascertain the details surrounding the disclosure which may delay prompt notification within the 30 calendar day requirement.

Where information is available, Customer shall notify the parent or adult student of: (1) the nature of the unauthorized use or disclosure (e.g., security breach, nonconsensual re-disclosure, etc.); (2) the specific student records that were used or disclosed without authorization where possible; (3) what College Board and Customer have done or will do to mitigate any effects of the unauthorized use or disclosure; and (4) what corrective action College Board and Customer have taken or will take to prevent future occurrences. Except as otherwise required by law, College Board will not provide notice of the incident directly to the parent or adult student whose student records were involved, regulatory agencies, or other entities, without prior written permission from Customer.

Use of Cookies. A cookie is a small text file placed on your computer's hard drive when you visit a website. The cookie gives you a unique, random ID, and this ID enables our website(s) to readily recognize each user on a subsequent visit to the site(s). For example, a cookie may indicate the preferences you selected on a prior visit. This facilitates more efficient browsing on subsequent visits, by using your preferences to customize the content and/or layout of our site(s). The College Board may use cookies in this fashion. Visitors are free to set their Web browsers to prevent the acceptance of cookies. However, subscribers of SpringBoard Digital must enable cookies to access certain areas. Be aware that the College Board website cookies do not contain personally identifiable information. Some Service Providers use cookies on College Board site(s). The College Board has no access to or control over these cookies. This privacy statement covers the use of cookies by the College Board website(s) only and does not cover the use of cookies by any third-party providers.

Proprietary Rights. The College Board and its Service Providers have expended substantial time, effort, and funds to create the website(s) and SpringBoard Digital. Customer acknowledges and agrees that the College Board or College Board affiliates exclusively own the copyright to (or have been granted licenses by third parties to use) all rights, title, and interest in SpringBoard Digital and the information, data, databases, images, sound recordings, audio and visual clips, and other content (collectively, "Content") provided by the website(s). Certain materials specifically designated as belonging to another party are not owned by the College Board. No copyrighted material or other Content may be performed, distributed, downloaded, uploaded, modified, reused, reproduced, reposted, retransmitted, disseminated, sold, published, broadcast or circulated or otherwise used in any way whatsoever except as expressly stated either in such materials or in this Schedule without express written permission of the College Board or permission of the copyright owner. Any modification of the Content, or any portion thereof, or use of the Content for any other purpose constitutes an infringement of the College Board's copyrights and other proprietary rights. Use of the Content on any other website (including, without limitation, internal websites and social media sites) or other networked computer environment is prohibited without prior written permission from the College Board. **Customer agrees not to reproduce, duplicate, copy, sell, resell, or exploit for any commercial purposes any portion of the SpringBoard Program, use of the SpringBoard Program, or access to the SpringBoard Program.**

Customer agrees and acknowledges that Workshops and Products, including, but not limited to, training notes, and materials and booklets provided to participants, including all copies thereof, are the sole and exclusive property of the College Board. Copying, disseminating or posting any SpringBoard Program material on Customer's internal or any external website, including social media sites, or creating and sharing derivative works of the materials is a breach of Customer's agreement with the College Board and the College Board's intellectual property rights. Customer may solely use the Products described herein for the professional development and coaching services provided by the College Board in connection with Workshop participants' knowledge and use of the SpringBoard Program.

Except for the license expressly granted herein, Customer shall have no rights to or other interests in SpringBoard Digital, materials or Content. The College Board reserves all rights not explicitly granted to Customer under this Schedule.

Customer agrees that it shall not post any SpringBoard Program material on Customer's internal or any external website, and shall advise all SpringBoard Program teachers and students that posting any such material, including answers to any questions on SpringBoard Digital or in SpringBoard student or teacher editions is a violation of the College Board's copyright. Customer agrees that it shall not offer for resale, and shall advise its teachers and administers not to offer

Force Majeure. Either party may be excused from performance of an obligation under this Agreement in the event that performance of that obligation by such party is prevented by an act of God, act of war, terrorism, riot, fire, explosion, flood or other circumstance that is beyond the control of, and could not reasonably be avoided by, such party.

Payment. This Agreement supersedes any conflicting terms and conditions contained in Customer's purchase order. Customer shall pay all shipping charges including any additional fees for expedited shipping requested by Customer. Customer may return or exchange, at Customer's expense, consumable editions which are in new condition and have not yet been used up to thirty (30) days after receipt. College Board will issue refunds within thirty (30) days upon receipt of the returned editions for accounts that have been paid.

Customer agrees to pay any applicable sales, use, value added or other taxes or import duties (other than the College Board's corporate income taxes) based on, or due as a result of, any fees paid to the College Board under this Schedule, unless Customer is exempt from such taxes as the result of Customer's corporate or government status. Customer shall furnish the College Board with a valid tax exemption certificate.

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CollegeBoard **SpringBoard**®

2018-2019 California Materials Order Form

To place an order: Return signed order form with purchase order/check to:
FAX: 646-607-2881 OR EMAIL: SpringBoardOrders@collegeboard.org

Questions? Contact the SpringBoard Team 877-999-7723

Step 1. Enter Your Contact Information

School Name	Ocean View Hills Elementary
Contact for Materials	TBD
Contact Email Address:	
Contact Phone:	(619)428-4476 Ext.3899
IT Contact Name/Email:	Todd Lewis - todd.lewis@sysd.k12.ca.us

Step 2. Materials: Enter quantities and shipping location below

Shipping Information (required information) * Will receive tracking information via email

Location Type	School
Ship Location	San Ysidro School District - Warehouse
Address 1	4350 Otay Mesa Road
Address 2	
City	San Ysidro
State, Zip	CA, 92173

Ship To Contact	Araceli Sanchez
Phone	(619)428-4476 Ext. 3002
Email *	asanchez@sysd.k12.ca.us

Special Delivery Instructions:	

Math National Edition

PRINT EDITIONS	STUDENT EDITIONS				TEACHER EDITIONS			
Title	ISBN	Price	Quantity	Cost	ISBN	Price	Quantity	Cost
Course 1 - 2014©	978-1-4573-0148-3	$17.95	170	$ 3,051.50	978-1-4573-0155-1	$91.00		$ -
Course 2 - 2014©	978-1-4573-0149-0	$17.95		$ -	978-1-4573-0156-8	$91.00		$ -
Course 3 - 2014©	978-1-4573-0150-6	$17.95		$ -	978-1-4573-0157-5	$91.00		$ -
Algebra 1 -2014©	978-1-4573-0151-3	$18.95		$ -	978-1-4573-0158-2	$94.00		$ -
Geometry - 2015©	978-1-4573-0152-0	$19.45		$ -	978-1-4573-0159-9	$98.00		$ -
Algebra 2 - 2015©	978-1-4573-0153-7	$19.45		$ -	978-1-4573-0160-5	$98.00		$ -
Integrated Math I 2017©	978-1-4573-0542-9	$18.95		$ -	978-1-4573-0549-8	$94.00		$ -
Integrated Math II 2017©	978-1-4573-0543-6	$19.45		$ -	978-1-4573-0550-4	$98.00		$ -
Integrated Math III 2017©	978-1-4573-0544-3	$19.45		$ -	978-1-4573-0551-1	$98.00		$ -
Precalculus - 2015©	978-1-4573-0154-4	$19.45		$ -	978-1-4573-0161-2	$98.00		$ -

Strategy Posters	Price	Quantity	Cost
Math Strategy Poster Set (2 Posters)	$8.95		$ -

Math Total	$3,051.50

Step 3. Indicate Payment and Sign Order Form (ORDER WILL NOT BE PROCESSED WITHOUT A SIGNATURE BELOW)

Select Payment Type: ▼ PO # _____

I verify that the information and quantities indicated on this form are accurate and that I am authorized to approve this order on behalf of the district/schools indicated. I understand and accept the terms and conditions outlined in the "Policies" section of this form.

		X _____	
Print Name	**Title**	**Signature (REQUIRED)**	**Date**

Continue to Page 2 for ELA and ELD Materials

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CollegeBoard **SpringBoard**

2018-2019 California Materials Order Form

ELA California Edition & ELD

ELA ELD Bundles	*Bundle price includes 1 ELA and 1 ELD Student Edition* *Teacher Editions must be purchased separately*			
TITLE	ISBN	Price	Quantity	Cost
ELA/ELD Bundle - Grade 6©	2016CAELDGR6SE	$23.35		$ -
ELA/ELD Bundle - Grade 7©	2016CAELDGR7SE	$23.35		$ -
ELA/ELD Bundle - Grade 8©	2016CAELDGR8SE	$23.35		$ -
ELA/ELD Bundle - Grade 9©	2016CAELDGR9SE	$24.85		$ -
ELA/ELD Bundle - Grade 10©	2016CAELDGR10SE	$24.85		$ -
ELA/ELD Bundle - Grade 11©	2016CAELDGR11SE	$24.85		$ -
ELA/ELD Bundle - Grade 12©	2016CAELDGR12SE	$24.85		$ -

PRINT EDITIONS	STUDENT EDITIONS				TEACHER EDITIONS			
ELA California Edition	ISBN	Price	Quantity	Cost	ISBN	Price	Quantity	Cost
Grade 6 - 2017©	978-1-4573-0462-0	$19.25		$ -	978-1-4573-0469-9	$92.00		$ -
Grade 7 - 2017©	978-1-4573-0463-7	$19.25		$ -	978-1-4573-0470-5	$92.00		$ -
Grade 8 - 2017 ©	978-1-4573-0464-4	$19.25		$ -	978-1-4573-0471-2	$92.00		$ -
Grade 9 - 2017©	978-1-4573-0465-1	$19.95		$ -	978-1-4573-0472-9	$98.00		$ -
Grade 10 - 2017©	978-1-4573-0466-8	$19.95		$ -	978-1-4573-0473-6	$98.00		$ -
Grade 11 - 2017©	978-1-4573-0467-5	$19.95		$ -	978-1-4573-0474-3	$98.00		$ -
Senior English - 2017©	978-1-4573-0468-2	$19.95		$ -	978-1-4573-0475-0	$98.00		$ -

ELD©	ISBN	Price	Quantity	Cost	ISBN	Price	Quantity	Cost
ELD - Grade 6 2017©	978-1-4573-0476-7	$12.95		$ -	978-1-4573-0483-5	$92.00		$ -
ELD - Grade 7 2017©	978-1-4573-0477-4	$12.95		$ -	978-1-4573-0484-2	$92.00		$ -
ELD - Grade 8 2017©	978-1-4573-0478-1	$12.95		$ -	978-1-4573-0485-9	$92.00		$ -
ELD - Grade 9 2017©	978-1-4573-0479-8	$13.25		$ -	978-1-4573-0486-6	$98.00		$ -
ELD - Grade 10 2017©	978-1-4573-0480-4	$13.25		$ -	978-1-4573-0487-3	$98.00		$ -
ELD - Grade 11 2017©	978-1-4573-0481-1	$13.25		$ -	978-1-4573-0488-0	$98.00		$ -
ELD - Senior English 2017©	978-1-4573-0482-8	$13.25		$ -	978-1-4573-0489-7	$98.00		$ -

ELA/ELD Total	$0.00

Continue to Page 3 for Close Reading Workshop, Writing Workshop & ELA Posters

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CollegeBoard SpringBoard

2018-2019 California Materials Order Form

Close Reading Workshop, Writing Workshop & ELA Posters

ELA Close Reading Workshop / Writing Workshop Bundle	*Bundle price includes 1 CRW and 1 WW Student Edition Teacher Editions must be purchased separately*			
TITLE	ISBN	Price	Quantity	Cost
CRW/WW Bundle - Grade 6©	2016CACRWGR6SE	$12.95		$ -
CRW/WW Bundle - Grade 7©	2016CACRWGR7SE	$12.95		$ -
CRW/WW Bundle - Grade 8©	2016CACRWGR8SE	$12.95		$ -
CRW/WW Bundle - Grade 9©	2016CACRWGR9SE	$12.95		$ -
CRW/WW Bundle - Grade 10©	2016CACRWGR10SE	$12.95		$ -
CRW/WW Bundle - Grade 11©	2016CACRWGR11SE	$12.95		$ -
CRW/WW Bundle - Grade 12©	2016CACRWGR12SE	$12.95		$ -

PRINT EDITIONS	STUDENT EDITIONS				TEACHER EDITIONS			
ELA Close Reading Workshop©	ISBN	Price	Quantity	Cost	ISBN	Price	Quantity	Cost
CRW - Grade 6 2017©	978-1-4573-0702-7	$8.99		$ -	978-1-4573-0709-6	$29.99		$ -
CRW - Grade 7 2017©	978-1-4573-0703-4	$8.99		$ -	978-1-4573-0710-2	$29.99		$ -
CRW - Grade 8 2017©	978-1-4573-0704-1	$8.99		$ -	978-1-4573-0711-9	$29.99		$ -
CRW - Grade 9 2017©	978-1-4573-0705-8	$8.99		$ -	978-1-4573-0712-6	$29.99		$ -
CRW - Grade 10 2017©	978-1-4573-0706-5	$8.99		$ -	978-1-4573-0713-3	$29.99		$ -
CRW - Grade 11 2017©	978-1-4573-0707-2	$8.99		$ -	978-1-4573-0714-0	$29.99		$ -
CRW - Grade 12 2017©	978-1-4573-0708-9	$8.99		$ -	978-1-4573-0715-7	$29.99		$ -

ELA Writing Workshop©	ISBN	Price	Quantity	Cost	ISBN	Price	Quantity	Cost
WW - Grade 6 2017©	978-1-4573-0688-4	$9.99		$ -	978-1-4573-0695-2	$29.99		$ -
WW - Grade 7 2017©	978-1-4573-0689-1	$9.99		$ -	978-1-4573-0696-9	$29.99		$ -
WW - Grade 8 2017©	978-1-4573-0690-7	$9.99		$ -	978-1-4573-0697-6	$29.99		$ -
WW - Grade 9 2017©	978-1-4573-0691-4	$9.99		$ -	978-1-4573-0698-3	$29.99		$ -
WW - Grade 10 2017©	978-1-4573-0692-1	$9.99		$ -	978-1-4573-0699-0	$29.99		$ -
WW - Grade 11 2017©	978-1-4573-0693-8	$9.99		$ -	978-1-4573-0700-3	$29.99		$ -
WW - Grade 12 2017©	978-1-4573-0694-5	$9.99		$ -	978-1-4573-0701-0	$29.99		$ -

Strategy Posters	Price	Quantity	Cost
ELA Strategy Poster Set (3 Posters)	$12.95		$ -

ELA Total	$0.00
Math Total	$3,051.50
Shipping (10%)	$305.15
Overall Total	**$3,356.65**

Continue to Page 4 for Terms and Conditions

© 2014 The College Board, All Rights Reserved

CollegeBoard SpringBoard®

Below are the terms and conditions for your use of SpringBoard®.

By acquiring College Board's SpringBoard® program, you ("Customer" or "You") accept the terms of this Agreement. Should Customer fail to comply with these requirements, the College Board will terminate online access without liability. If Customer subscribes to SpringBoard pursuant to a separate written contract or order form with the College Board ("CRS Agreement"), the terms of the separate written CRS Agreement between the College Board and Customer for SpringBoard supersede the terms contained herein to the extent they conflict with any terms in this Agreement.

SpringBoard® Program Overview. The College Board's SpringBoard Program, a proprietary program that helps prepare 6th through 12th grade students to succeed at college-level work, includes student and teacher editions, a website license to SpringBoard Digital and professional development and coaching services, that feature rigorous standards, instructional resources, and formative assessments in mathematics and/or English language arts through a web-supported, integrated program (the "SpringBoard Program"). For more details on the SpringBoard Program, see: http://springboardprogram.collegeboard.org/.

License Grant. The following licenses are referred to herein collectively as the "Licenses".

Site License. The College Board hereby grants to Customer a limited, non-exclusive, non-transferable, non-assignable, revocable license during the Term of this Agreement to access and use the SpringBoard website ("SpringBoard Digital") and to allow each of the participating schools (the "Schools") to use SpringBoard Digital in accordance with the terms and conditions governing use of and access to SpringBoard Digital for teachers and for students located at Customer's URL to access SpringBoard Digital ("Site Terms and Conditions"), and to use all content available on SpringBoard Digital in print or otherwise provided to Customer, and the privacy policy for SpringBoard Digital also located at Customer's URL ("Privacy Policy"). Access to SpringBoard Digital is for the sole purpose of improving teaching and learning of students in the grades designated by Customer in mathematics and/or English language arts within the Schools. Unless Customer is ordering SpringBoard "Digital Only", College Board shall provide Customer with one consumable student edition for each license granted for students and one teacher edition for each teacher. College Board shall provide Customer with these consumable editions annually at the start of each school year.

Schools' Compliance with License Terms. Customer shall be responsible for the Schools' compliance with the terms of all Licenses.

Access to SpringBoard. Customer will access SpringBoard Digital via the College Board's website. Customer understands and agrees that there is a risk of interruption to websites. Additionally, the website may be suspended from time to time for administrative purposes, as necessary, including but not limited to, system maintenance. The College Board may change the technical functionality of the website at any time upon notice (where reasonable) to Customer to the extent necessary to address technical and other business needs of the College Board.

Content Revision. The College Board reserves the right to update the content of the SpringBoard Digital and Products, services and deliverables. If significant revisions are made to any Product, furnished under this Agreement then the Customer shall receive the most recent version of the Product. This shall only apply to future years from the revision date of the Product's furnished under this Agreement.

Restrictions on Use. Customer shall not: (a) sell, rent, lease, loan, sublicense, disseminate, assign, reverse engineer, attempt to derive the source code of, transfer or otherwise provide access to third parties, make the website available for use by third parties or use the website for the benefit of any third party; (b) copy, reproduce, modify, adapt, translate or create any derivative works from the website; (c) remove, alter, obscure or tamper with any trademark, copyright or other proprietary markings or notices affixed to or contained within the website; or (d) encourage or permit any user or other third party to engage in any of the foregoing. Customer shall be responsible for ensuring that all students and teachers comply with the terms of this Schedule. If Customer violates any of the provisions hereof, the College Board shall have the right to terminate your right to use of SpringBoard Digital, without waiver of any other remedy, whether legal or equitable.

Service Providers. The College Board maintains a relationship with and has agreements with certain vendors ("Service Provider(s)") for access to some of the services and tools offered through SpringBoard Digital. Customer acknowledges and agrees that the information that is uploaded to SpringBoard Digital will be accessible to the applicable Service Provider for the sole purpose of providing those services to Customer. Please be aware that any information supplied to Service Provider is subject to their security and privacy policies. The College Board encourages Customer to read the policies of Service Provider, because their privacy practices may differ from the College Board's practices.

Customer Obligations. Customer shall provide certain information on the participating students in the Schools for the SpringBoard Program ("Registration Information"). Unless the College Board otherwise directs, the Registration Information shall include each student's username, password, and first and last name. At no additional cost to Customer, Customer may use a third party to upload and manage the Registration Information for students participating in the SpringBoard Program. Such third parties, include, without limitation, Zink Reading Labs, Turnitin, Desmos and Clever. Customer may also choose to manually update the Registration Information directly on the SpringBoard Site.

Customer shall comply with the Family Educational Rights and Privacy Act, 20 U.S.C. s. 1232g, and its implementing regulations, 34 C.F.R. pt. 99 ("FERPA") in connection with the SpringBoard Program. Customer shall obtain any and all consents necessary for students to participate in the SpringBoard Program, and Customer shall include in its annual notification of rights under FERPA criteria that support the designation of the College Board and its employees as school officials with legitimate educational interests. Customer authorizes the College Board to use personally identifiable, non-directory information to conduct studies with the purpose of improving instruction for the SpringBoard Program in accordance with 34 C.F.R. 99.31(a)(6)(i).

Customer Representations Customer has designated as "directory information" for purposes of FERPA, a student's name, the most recent educational agency or institution attended, and the other items specifically identified as directory information in 34 C.F.R. 99.3. To the extent the Registration Information includes only such directory information, the College Board may redisclose the Registration Information in accordance with the Privacy Policy without the consent of the parent or student eighteen (18) years of age or older.

To the extent that the Registration Information or other personally identifiable information from education records of students disclosed by Customer to the College Board includes information other than directory information, for purposes of FERPA the College Board and its employees and independent contractors are "school officials" whom Customer has determined to have "legitimate educational interests", and Customer may disclose such non-directory information to the College Board consistent with FERPA and other applicable law and policy.

Customer has a policy on acceptable use of computer equipment and services by teachers, other staff, and students that is at least as rigorous as the Site Terms and Conditions. The Site Terms and Conditions are consistent with and sufficient under Customer's computer use and other relevant policies.

Customer has a policy on confidentiality of student records consistent with and sufficient under FERPA. The Privacy Policy is consistent with and sufficient under Customer's FERPA and other relevant policies.

Customer represents and warrants that it is empowered under applicable state laws to enter into and perform this Agreement and it has caused this Agreement to be duly authorized, executed and delivered.

You represent and warrant that you have obtained any consent that You require from, for example, Your management, superintendent, district, Your school and any third parties to the extent consent is necessary to authorize You to enter into this Agreement.

General Disclaimer. THE COLLEGE BOARD HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

Limitation of Liability. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE COLLEGE BOARD AND ITS' AFFILIATES FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE WORK PERFORMED BY THE COLLEGE BOARD PURSUANT TO THIS AGREEMENT FROM ANY CAUSE OR CAUSES, INCLUDED BUT NOT LIMITED TO THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR WARRANTY EXPRESS OR IMPLIED OF THE COLLEGE BOARD OR ITS' AFFILIATES, SHALL NOT EXCEED THE ACTUAL AMOUNT PAID TO THE COLLEGE BOARD UNDER THIS AGREEMENT FOR THE SPECIFIC DELIVERABLE SUBJECT TO THE DAMAGES CLAIM. IN NO EVENT WILL THE COLLEGE BOARD AND ITS AFFILIATES HAVE ANY LIABILITY TO PURCHASER IN CONNECTION WITH THIS AGREEMENT FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTIAL, SPECIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM OR THEORY OF LIABILITY. TO THE EXTENT ALLOWED BY LAW, PURCHASER WILL INDEMNIFY, DEFEND AND HOLD HARMLESS, THE COLLEGE BOARD AGAINST THIRD PARTY CLAIMS THAT ARISE AS A RESULT OF THE BREACH OF THIS AGREEMENT BY CUSTOMER

Ownership of Intellectual Property. Customer agrees and acknowledges that all intellectual property provided under or pertaining to this Agreement, including, but not limited to, any College Board publications, College Board website(s), CD-ROMS, videos, examinations and all items contained therein, including all copies thereof, all data and any parts thereof, all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights are the sole and exclusive property of the College Board. Nothing in this Agreement should be interpreted to indicate that the College Board is passing its proprietary rights in and to the College Board Intellectual Property to the Customer.

Confidentiality. All information exchanged hereunder to which either party shall have access in connection with this Agreement, including the terms of this Agreement, is confidential ("Confidential Information"), and except as otherwise expressly provided in this Agreement, neither party will authorize or permit the other party's Confidential Information to be conveyed or in any manner communicated to or made available to any third party or to be physically duplicated or reproduced or used by or for the benefit of any third party, in whole or in part; provided, however, that Confidential Information shall exclude any data or information that: (a) is publicly disclosed or expressly approved for public disclosure by the act of an authorized agent of either party; (b) becomes publicly known without breach of any confidentiality obligation; or (c) is required to be disclosed pursuant to any applicable law or regulation, government authority or duly authorized subpoena or court order, provided that the disclosing party in such event shall provide the other party with notice of such requirement as soon as practicable after such

Data Protection. The College Board shall take actions to ensure the security and confidentiality of Confidential Information. The College Board assures Customer that the College Board employs security controls designed to secure and protect personally identifiable information in a manner consistent with industry standards. The College Board shall maintain the Registration Information (defined in Section 3.1) that may be obtained pursuant to this Agreement in a secure computer environment and not copy, reproduce or transmit such data except as necessary to fulfill the purpose of the original request.

The College Board has security measures in place designed to help protect against loss, misuse and alteration of the data under the College Board's control. College Board shall develop, implement, maintain and use reasonably appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all stored, managed, retained,

Security Measures. To ensure the security and confidentiality of confidential records the College Board shall designate an employee responsible for the training and compliance of all College Board employees, agents, and assigns on compliance with security and confidentiality provisions detailed in this Agreement. The College Board warrants that the confidentiality requirements and security measures identified in the Agreement will be extended by contract to any and all subcontractors used by College Board, if any, to execute the terms of the Agreement. The College Board will use appropriate and reliable storage media, regularly backup student records and retain such backup copies for the duration of the Agreement and as defined by the College Board. The Customer acknowledges that College Board utilizes cloud hosting service providers throughout its infrastructure. The College Board warrants that all student records will be stored in the United States where technically feasible and reasonable as determined solely by College Board. Customer acknowledges that in some cases the College Board may not be able to restrict the location of data due to limitations within the cloud hosting service provider capabilities.

Notice. In the event of an unauthorized disclosure of student records the Customer and College Board agree to notify the other party, fully investigate the incident and fully cooperate with any investigation of the incident, implement remedial measures and respond in a timely manner. Such notification shall be promptly performed as information becomes available but not greater than 30 calendar days immediately upon becoming aware of: (1) a confirmed compromise of student records, or of (2) circumstances that could have reasonably resulted in an unauthorized access to or disclosure of student records. Both Customer and College Board acknowledge that in the event of an unauthorized disclosure computer forensics teams may require many days, weeks or even months to fully ascertain the details surrounding the disclosure which may delay prompt notification within the 30 calendar day requirement.

Where information is available, Customer shall notify the parent or adult student of: (1) the nature of the unauthorized use or disclosure (e.g., security breach, nonconsensual re-disclosure, etc.); (2) the specific student records that were used or disclosed without authorization where possible; (3) what College Board and Customer have done or will do to mitigate any effects of the unauthorized use or disclosure; and (4) what corrective action College Board and Customer have taken or will take to prevent future occurrences. Except as otherwise required by law, College Board will not provide notice of the incident directly to the parent or adult student whose student records were involved, regulatory agencies, or other entities, without prior written permission from Customer.

Use of Cookies. A cookie is a small text file placed on your computer's hard drive when you visit a website. The cookie gives you a unique, random ID, and this ID enables our website(s) to readily recognize each user on a subsequent visit to the site(s). For example, a cookie may indicate the preferences you selected on a prior visit. This facilitates more efficient browsing on subsequent visits, by using your preferences to customize the content and/or layout of our site(s). The College Board may use cookies in this fashion. Visitors are free to set their Web browsers to prevent the acceptance of cookies. However, subscribers of SpringBoard Digital must enable cookies to access certain areas. Be aware that the College Board website cookies do not contain personally identifiable information. Some Service Providers use cookies on College Board site(s). The College Board has no access to or control over these cookies. This privacy statement covers the use of cookies by the College Board website(s) only and does not cover the use of cookies by any third-party providers.

Proprietary Rights. The College Board and its Service Providers have expended substantial time, effort, and funds to create the website(s) and SpringBoard Digital. Customer acknowledges and agrees that the College Board or College Board affiliates exclusively own the copyright to (or have been granted licenses by third parties to use) all rights, title, and interest in SpringBoard Digital and the information, data, databases, images, sound recordings, audio and visual clips, and other content (collectively, "Content") provided by the website(s). Certain materials specifically designated as belonging to another party are not owned by the College Board. No copyrighted material or other Content may be performed, distributed, downloaded, uploaded, modified, reused, reproduced, reposted, retransmitted, disseminated, sold, published, broadcast or circulated or otherwise used in any way whatsoever except as expressly stated either in such materials or in this Schedule without express written permission of the College Board or permission of the copyright owner. Any modification of the Content, or any portion thereof, or use of the Content for any other purpose constitutes an infringement of the College Board's copyrights and other proprietary rights. Use of the Content on any other website (including, without limitation, internal websites and social media sites) or other networked computer environment is prohibited without prior written permission from the College Board. **Customer agrees not to reproduce, duplicate, copy, sell, resell, or exploit for any commercial purposes any portion of the SpringBoard Program, use of the SpringBoard Program, or access to the SpringBoard Program.**

Customer agrees and acknowledges that Workshops and Products, including, but not limited to, training notes, and materials and booklets provided to participants, including all copies thereof, are the sole and exclusive property of the College Board. Copying, disseminating or posting any SpringBoard Program material on Customer's internal or any external website, including social media sites, or creating and sharing derivative works of the materials is a breach of Customer's agreement with the College Board and the College Board's intellectual property rights. Customer may solely use the Products described herein for the professional development and coaching services provided by the College Board in connection with Workshop participants' knowledge and use of the SpringBoard Program.

Except for the license expressly granted herein, Customer shall have no rights to or other interests in SpringBoard Digital, materials or Content. The College Board reserves all rights not explicitly granted to Customer under this Schedule.

Customer agrees that it shall not post any SpringBoard Program material on Customer's internal or any external website, and shall advise all SpringBoard Program teachers and students that posting any such material, including answers to any questions on SpringBoard Digital or in SpringBoard student or teacher editions is a violation of the College Board's copyright. Customer agrees that it shall not offer for resale, and shall advise its teachers and administers not to offer

Force Majeure. Either party may be excused from performance of an obligation under this Agreement in the event that performance of that obligation by such party is prevented by an act of God, act of war, terrorism, riot, fire, explosion, flood or other circumstance that is beyond the control of, and could not reasonably be avoided by, such party.

Payment. This Agreement supersedes any conflicting terms and conditions contained in Customer's purchase order. Customer shall pay all shipping charges including any additional fees for expedited shipping requested by Customer. Customer may return or exchange, at Customer's expense, consumable editions which are in new condition and have not yet been used up to thirty (30) days after receipt. College Board will issue refunds within thirty (30) days upon receipt of the returned editions for accounts that have been paid.

Customer agrees to pay any applicable sales, use, value added or other taxes or import duties (other than the College Board's corporate income taxes) based on, or due as a result of, any fees paid to the College Board under this Schedule, unless Customer is exempt from such taxes as the result of Customer's corporate or government status. Customer shall furnish the College Board with a valid tax exemption certificate.

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CollegeBoard **SpringBoard**

2018-2019 California Materials Order Form

To place an order: Return signed order form with purchase order/check to:
FAX: 646-607-2881 OR EMAIL: SpringBoardOrders@collegeboard.org

Questions? Contact the SpringBoard Team 877-999-7723

Step 1. Enter Your Contact Information

School Name	Smythe Elementary
Contact for Materials	Erika Meza
Contact Email Address:	emeza@sysd.k12.ca.us
Contact Phone:	(619)428-4476 Ext. 3599
IT Contact Name/Email:	Todd Lewis - todd.lewis@sysd.k12.ca.us

Step 2. Materials: Enter quantities and shipping location below

Shipping Information (required information) * Will receive tracking information via email

Location Type	School
Ship Location	San Ysidro School District - Warehouse
Address 1	4350 Otay Mesa Road
Address 2	
City	San Ysidro
State, Zip	CA, 92173

Ship To Contact	Araceli Sanchez
Phone	(619)428-4476 Ext. 3002
Email *	asanchez@sysd.k12.ca.us

Special Delivery Instructions:	

Math National Edition

PRINT EDITIONS	STUDENT EDITIONS				TEACHER EDITIONS			
Title	ISBN	Price	Quantity	Cost	ISBN	Price	Quantity	Cost
Course 1 - 2014©	978-1-4573-0148-3	$17.95	110	$ 1,974.50	978-1-4573-0155-1	$91.00		$ -
Course 2 - 2014©	978-1-4573-0149-0	$17.95		$ -	978-1-4573-0156-8	$91.00		$ -
Course 3 - 2014©	978-1-4573-0150-6	$17.95		$ -	978-1-4573-0157-5	$91.00		$ -
Algebra 1 -2014©	978-1-4573-0151-3	$18.95		$ -	978-1-4573-0158-2	$94.00		$ -
Geometry - 2015©	978-1-4573-0152-0	$19.45		$ -	978-1-4573-0159-9	$98.00		$ -
Algebra 2 - 2015©	978-1-4573-0153-7	$19.45		$ -	978-1-4573-0160-5	$98.00		$ -
Integrated Math I 2017©	978-1-4573-0542-9	$18.95		$ -	978-1-4573-0549-8	$94.00		$ -
Integrated Math II 2017©	978-1-4573-0543-6	$19.45		$ -	978-1-4573-0550-4	$98.00		$ -
Integrated Math III 2017©	978-1-4573-0544-3	$19.45		$ -	978-1-4573-0551-1	$98.00		$ -
Precalculus - 2015©	978-1-4573-0154-4	$19.45		$ -	978-1-4573-0161-2	$98.00		$ -

Strategy Posters	Price	Quantity	Cost
Math Strategy Poster Set (2 Posters)	$8.95		$ -

Math Total	$1,974.50

Step 3. Indicate Payment and Sign Order Form (ORDER WILL NOT BE PROCESSED WITHOUT A SIGNATURE BELOW)

Select Payment Type: ▼ PO # _____

I verify that the information and quantities indicated on this form are accurate and that I am authorized to approve this order on behalf of the district/schools indicated. I understand and accept the terms and conditions outlined in the "Policies" section of this form.

		X _____	
Print Name	**Title**	**Signature (REQUIRED)**	**Date**

Continue to Page 2 for ELA and ELD Materials

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CollegeBoard SpringBoard®

2018-2019 California Materials Order Form

ELA California Edition & ELD

ELA ELD Bundles	*Bundle price includes 1 ELA and 1 ELD Student Edition* *Teacher Editions must be purchased separately*			
TITLE	ISBN	Price	Quantity	Cost
ELA/ELD Bundle - Grade 6©	2016CAELDGR6SE	$23.35		$ -
ELA/ELD Bundle - Grade 7©	2016CAELDGR7SE	$23.35		$ -
ELA/ELD Bundle - Grade 8©	2016CAELDGR8SE	$23.35		$ -
ELA/ELD Bundle - Grade 9©	2016CAELDGR9SE	$24.85		$ -
ELA/ELD Bundle - Grade 10©	2016CAELDGR10SE	$24.85		$ -
ELA/ELD Bundle - Grade 11©	2016CAELDGR11SE	$24.85		$ -
ELA/ELD Bundle - Grade 12©	2016CAELDGR12SE	$24.85		$ -

PRINT EDITIONS	STUDENT EDITIONS				TEACHER EDITIONS			
ELA California Edition	ISBN	Price	Quantity	Cost	ISBN	Price	Quantity	Cost
Grade 6 - 2017©	978-1-4573-0462-0	$19.25		$ -	978-1-4573-0469-9	$92.00		$ -
Grade 7 - 2017©	978-1-4573-0463-7	$19.25		$ -	978-1-4573-0470-5	$92.00		$ -
Grade 8 - 2017 ©	978-1-4573-0464-4	$19.25		$ -	978-1-4573-0471-2	$92.00		$ -
Grade 9 - 2017©	978-1-4573-0465-1	$19.95		$ -	978-1-4573-0472-9	$98.00		$ -
Grade 10 - 2017©	978-1-4573-0466-8	$19.95		$ -	978-1-4573-0473-6	$98.00		$ -
Grade 11 - 2017©	978-1-4573-0467-5	$19.95		$ -	978-1-4573-0474-3	$98.00		$ -
Senior English - 2017©	978-1-4573-0468-2	$19.95		$ -	978-1-4573-0475-0	$98.00		$ -

ELD©	ISBN	Price	Quantity	Cost	ISBN	Price	Quantity	Cost
ELD - Grade 6 2017©	978-1-4573-0476-7	$12.95		$ -	978-1-4573-0483-5	$92.00		$ -
ELD - Grade 7 2017©	978-1-4573-0477-4	$12.95		$ -	978-1-4573-0484-2	$92.00		$ -
ELD - Grade 8 2017©	978-1-4573-0478-1	$12.95		$ -	978-1-4573-0485-9	$92.00		$ -
ELD - Grade 9 2017©	978-1-4573-0479-8	$13.25		$ -	978-1-4573-0486-6	$98.00		$ -
ELD - Grade 10 2017©	978-1-4573-0480-4	$13.25		$ -	978-1-4573-0487-3	$98.00		$ -
ELD - Grade 11 2017©	978-1-4573-0481-1	$13.25		$ -	978-1-4573-0488-0	$98.00		$ -
ELD - Senior English 2017©	978-1-4573-0482-8	$13.25		$ -	978-1-4573-0489-7	$98.00		$ -

ELA/ELD Total	$0.00

Continue to Page 3 for Close Reading Workshop, Writing Workshop & ELA Posters

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CollegeBoard SpringBoard

2018-2019 California Materials Order Form

Close Reading Workshop, Writing Workshop & ELA Posters

ELA Close Reading Workshop / Writing Workshop Bundle	*Bundle price includes 1 CRW and 1 WW Student Edition Teacher Editions must be purchased separately*			
TITLE	**ISBN**	**Price**	**Quantity**	**Cost**
CRW/WW Bundle - Grade 6©	2016CACRWGR6SE	$12.95		$ -
CRW/WW Bundle - Grade 7©	2016CACRWGR7SE	$12.95		$ -
CRW/WW Bundle - Grade 8©	2016CACRWGR8SE	$12.95		$ -
CRW/WW Bundle - Grade 9©	2016CACRWGR9SE	$12.95		$ -
CRW/WW Bundle - Grade 10©	2016CACRWGR10SE	$12.95		$ -
CRW/WW Bundle - Grade 11©	2016CACRWGR11SE	$12.95		$ -
CRW/WW Bundle - Grade 12©	2016CACRWGR12SE	$12.95		$ -

PRINT EDITIONS	STUDENT EDITIONS				TEACHER EDITIONS			
ELA Close Reading Workshop©	**ISBN**	**Price**	**Quantity**	**Cost**	**ISBN**	**Price**	**Quantity**	**Cost**
CRW - Grade 6 2017©	978-1-4573-0702-7	$8.99		$ -	978-1-4573-0709-6	$29.99		$ -
CRW - Grade 7 2017©	978-1-4573-0703-4	$8.99		$ -	978-1-4573-0710-2	$29.99		$ -
CRW - Grade 8 2017©	978-1-4573-0704-1	$8.99		$ -	978-1-4573-0711-9	$29.99		$ -
CRW - Grade 9 2017©	978-1-4573-0705-8	$8.99		$ -	978-1-4573-0712-6	$29.99		$ -
CRW - Grade 10 2017©	978-1-4573-0706-5	$8.99		$ -	978-1-4573-0713-3	$29.99		$ -
CRW - Grade 11 2017©	978-1-4573-0707-2	$8.99		$ -	978-1-4573-0714-0	$29.99		$ -
CRW - Grade 12 2017©	978-1-4573-0708-9	$8.99		$ -	978-1-4573-0715-7	$29.99		$ -

ELA Writing Workshop©	ISBN	Price	Quantity	Cost	ISBN	Price	Quantity	Cost
WW - Grade 6 2017©	978-1-4573-0688-4	$9.99		$ -	978-1-4573-0695-2	$29.99		$ -
WW - Grade 7 2017©	978-1-4573-0689-1	$9.99		$ -	978-1-4573-0696-9	$29.99		$ -
WW - Grade 8 2017©	978-1-4573-0690-7	$9.99		$ -	978-1-4573-0697-6	$29.99		$ -
WW - Grade 9 2017©	978-1-4573-0691-4	$9.99		$ -	978-1-4573-0698-3	$29.99		$ -
WW - Grade 10 2017©	978-1-4573-0692-1	$9.99		$ -	978-1-4573-0699-0	$29.99		$ -
WW - Grade 11 2017©	978-1-4573-0693-8	$9.99		$ -	978-1-4573-0700-3	$29.99		$ -
WW - Grade 12 2017©	978-1-4573-0694-5	$9.99		$ -	978-1-4573-0701-0	$29.99		$ -

Strategy Posters	Price	Quantity	Cost
ELA Strategy Poster Set (3 Posters)	$12.95		$ -

ELA Total	$0.00
Math Total	$1,974.50
Shipping (10%)	$197.45
Overall Total	**$2,171.95**

Continue to Page 4 for Terms and Conditions

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CollegeBoard SpringBoard®

Below are the terms and conditions for your use of SpringBoard®.

By acquiring College Board's SpringBoard® program, you ("Customer" or "You") accept the terms of this Agreement. Should Customer fail to comply with these requirements, the College Board will terminate online access without liability. If Customer subscribes to SpringBoard pursuant to a separate written contract or order form with the College Board ("CRS Agreement"), the terms of the separate written CRS Agreement between the College Board and Customer for SpringBoard supersede the terms contained herein to the extent they conflict with any terms in this Agreement.

SpringBoard® Program Overview. The College Board's SpringBoard Program, a proprietary program that helps prepare 6th through 12th grade students to succeed at college-level work, includes student and teacher editions, a website license to SpringBoard Digital and professional development and coaching services, that feature rigorous standards, instructional resources, and formative assessments in mathematics and/or English language arts through a web-supported, integrated program (the "SpringBoard Program"). For more details on the SpringBoard Program, see: http://springboardprogram.collegeboard.org/.

License Grant. The following licenses are referred to herein collectively as the "Licenses".

Site License. The College Board hereby grants to Customer a limited, non-exclusive, non-transferable, non-assignable, revocable license during the Term of this Agreement to access and use the SpringBoard website ("SpringBoard Digital") and to allow each of the participating schools (the "Schools") to use SpringBoard Digital in accordance with the terms and conditions governing use of and access to SpringBoard Digital for teachers and for students located at Customer's URL to access SpringBoard Digital ("Site Terms and Conditions"), and to use all content available on SpringBoard Digital in print or otherwise provided to Customer, and the privacy policy for SpringBoard Digital also located at Customer's URL ("Privacy Policy"). Access to SpringBoard Digital is for the sole purpose of improving teaching and learning of students in the grades designated by Customer in mathematics and/or English language arts within the Schools. Unless Customer is ordering SpringBoard "Digital Only", College Board shall provide Customer with one consumable student edition for each license granted for students and one teacher edition for each teacher. College Board shall provide Customer with these consumable editions annually at the start of each school year.

Schools' Compliance with License Terms. Customer shall be responsible for the Schools' compliance with the terms of all Licenses.

Access to SpringBoard. Customer will access SpringBoard Digital via the College Board's website. Customer understands and agrees that there is a risk of interruption to websites. Additionally, the website may be suspended from time to time for administrative purposes, as necessary, including but not limited to, system maintenance. The College Board may change the technical functionality of the website at any time upon notice (where reasonable) to Customer to the extent necessary to address technical and other business needs of the College Board.

Content Revision. The College Board reserves the right to update the content of the SpringBoard Digital and Products, services and deliverables. If significant revisions are made to any Product, furnished under this Agreement then the Customer shall receive the most recent version of the Product. This shall only apply to future years from the revision date of the Product's furnished under this Agreement.

Restrictions on Use. Customer shall not: (a) sell, rent, lease, loan, sublicense, disseminate, assign, reverse engineer, attempt to derive the source code of, transfer or otherwise provide access to third parties, make the website available for use by third parties or use the website for the benefit of any third party; (b) copy, reproduce, modify, adapt, translate or create any derivative works from the website; (c) remove, alter, obscure or tamper with any trademark, copyright or other proprietary markings or notices affixed to or contained within the website; or (d) encourage or permit any user or other third party to engage in any of the foregoing. Customer shall be responsible for ensuring that all students and teachers comply with the terms of this Schedule. If Customer violates any of the provisions hereof, the College Board shall have the right to terminate your right to use of SpringBoard Digital, without waiver of any other remedy, whether legal or equitable.

Service Providers. The College Board maintains a relationship with and has agreements with certain vendors ("Service Provider(s)") for access to some of the services and tools offered through SpringBoard Digital. Customer acknowledges and agrees that the information that is uploaded to SpringBoard Digital will be accessible to the applicable Service Provider for the sole purpose of providing those services to Customer. Please be aware that any information supplied to Service Provider is subject to their security and privacy policies. The College Board encourages Customer to read the policies of Service Provider, because their privacy practices may differ from the College Board's practices.

Customer Obligations. Customer shall provide certain information on the participating students in the Schools for the SpringBoard Program ("Registration Information"). Unless the College Board otherwise directs, the Registration Information shall include each student's username, password, and first and last name. At no additional cost to Customer, Customer may use a third party to upload and manage the Registration Information for students participating in the SpringBoard Program. Such third parties, include, without limitation, Zink Reading Labs, Turnitin, Desmos and Clever. Customer may also choose to manually update the Registration Information directly on the SpringBoard Site.

Customer shall comply with the Family Educational Rights and Privacy Act, 20 U.S.C. s. 1232g, and its implementing regulations, 34 C.F.R. pt. 99 ("FERPA") in connection with the SpringBoard Program. Customer shall obtain any and all consents necessary for students to participate in the SpringBoard Program, and Customer shall include in its annual notification of rights under FERPA criteria that support the designation of the College Board and its employees as school officials with legitimate educational interests. Customer authorizes the College Board to use personally identifiable, non-directory information to conduct studies with the purpose of improving instruction for the SpringBoard Program in accordance with 34 C.F.R. 99.31(a)(6)(i).

Customer Representations Customer has designated as "directory information" for purposes of FERPA, a student's name, the most recent educational agency or institution attended, and the other items specifically identified as directory information in 34 C.F.R. 99.3. To the extent the Registration Information includes only such directory information, the College Board may redisclose the Registration Information in accordance with the Privacy Policy without the consent of the parent or student eighteen (18) years of age or older.

To the extent that the Registration Information or other personally identifiable information from education records of students disclosed by Customer to the College Board includes information other than directory information, for purposes of FERPA the College Board and its employees and independent contractors are "school officials" whom Customer has determined to have "legitimate educational interests", and Customer may disclose such non-directory information to the College Board consistent with FERPA and other applicable law and policy.

Customer has a policy on acceptable use of computer equipment and services by teachers, other staff, and students that is at least as rigorous as the Site Terms and Conditions. The Site Terms and Conditions are consistent with and sufficient under Customer's computer use and other relevant policies.

Customer has a policy on confidentiality of student records consistent with and sufficient under FERPA. The Privacy Policy is consistent with and sufficient under Customer's FERPA and other relevant policies.

Customer represents and warrants that it is empowered under applicable state laws to enter into and perform this Agreement and it has caused this Agreement to be duly authorized, executed and delivered.

You represent and warrant that you have obtained any consent that You require from, for example, Your management, superintendent, district, Your school and any third parties to the extent consent is necessary to authorize You to enter into this Agreement.

General Disclaimer. THE COLLEGE BOARD HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

Limitation of Liability. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE COLLEGE BOARD AND ITS' AFFILIATES FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE WORK PERFORMED BY THE COLLEGE BOARD PURSUANT TO THIS AGREEMENT FROM ANY CAUSE OR CAUSES, INCLUDED BUT NOT LIMITED TO THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR WARRANTY EXPRESS OR IMPLIED OF THE COLLEGE BOARD OR ITS' AFFILIATES, SHALL NOT EXCEED THE ACTUAL AMOUNT PAID TO THE COLLEGE BOARD UNDER THIS AGREEMENT FOR THE SPECIFIC DELIVERABLE SUBJECT TO THE DAMAGES CLAIM. IN NO EVENT WILL THE COLLEGE BOARD AND ITS AFFILIATES HAVE ANY LIABILITY TO PURCHASER IN CONNECTION WITH THIS AGREEMENT FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTIAL, SPECIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM OR THEORY OF LIABILITY. TO THE EXTENT ALLOWED BY LAW, PURCHASER WILL INDEMNIFY, DEFEND AND HOLD HARMLESS, THE COLLEGE BOARD AGAINST THIRD PARTY CLAIMS THAT ARISE AS A RESULT OF THE BREACH OF THIS AGREEMENT BY CUSTOMER

Ownership of Intellectual Property. Customer agrees and acknowledges that all intellectual property provided under or pertaining to this Agreement, including, but not limited to, any College Board publications, College Board website(s), CD-ROMS, videos, examinations and all items contained therein, including all copies thereof, all data and any parts thereof, all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights are the sole and exclusive property of the College Board. Nothing in this Agreement should be interpreted to indicate that the College Board is passing its proprietary rights in and to the College Board Intellectual Property to the Customer.

Confidentiality. All information exchanged hereunder to which either party shall have access in connection with this Agreement, including the terms of this Agreement, is confidential ("Confidential Information"), and except as otherwise expressly provided in this Agreement, neither party will authorize or permit the other party's Confidential Information to be conveyed or in any manner communicated to or made available to any third party or to be physically duplicated or reproduced or used by or for the benefit of any third party, in whole or in part; provided, however, that Confidential Information shall exclude any data or information that: (a) is publicly disclosed or expressly approved for public disclosure by the act of an authorized agent of either party; (b) becomes publicly known without breach of any confidentiality obligation; or (c) is required to be disclosed pursuant to any applicable law or regulation, government authority or duly authorized subpoena or court order, provided that the disclosing party in such event shall provide the other party with notice of such requirement as soon as practicable after such

Data Protection. The College Board shall take actions to ensure the security and confidentiality of Confidential Information. The College Board assures Customer that the College Board employs security controls designed to secure and protect personally identifiable information in a manner consistent with industry standards. The College Board shall maintain the Registration Information (defined in Section 3.1) that may be obtained pursuant to this Agreement in a secure computer environment and not copy, reproduce or transmit such data except as necessary to fulfill the purpose of the original request.

The College Board has security measures in place designed to help protect against loss, misuse and alteration of the data under the College Board's control. College Board shall develop, implement, maintain and use reasonably appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all stored, managed, retained,

Security Measures. To ensure the security and confidentiality of confidential records the College Board shall designate an employee responsible for the training and compliance of all College Board employees, agents, and assigns on compliance with security and confidentiality provisions detailed in this Agreement. The College Board warrants that the confidentiality requirements and security measures identified in the Agreement will be extended by contract to any and all subcontractors used by College Board, if any, to execute the terms of the Agreement. The College Board will use appropriate and reliable storage media, regularly backup student records and retain such backup copies for the duration of the Agreement and as defined by the College Board. The Customer acknowledges that College Board utilizes cloud hosting service providers throughout its infrastructure. The College Board warrants that all student records will be stored in the United States where technically feasible and reasonable as determined solely by College Board. Customer acknowledges that in some cases the College Board may not be able to restrict the location of data due to limitations within the cloud hosting service provider capabilities.

Notice. In the event of an unauthorized disclosure of student records the Customer and College Board agree to notify the other party, fully investigate the incident and fully cooperate with any investigation of the incident, implement remedial measures and respond in a timely manner. Such notification shall be promptly performed as information becomes available but not greater than 30 calendar days immediately upon becoming aware of: (1) a confirmed compromise of student records, or of (2) circumstances that could have reasonably resulted in an unauthorized access to or disclosure of student records. Both Customer and College Board acknowledge that in the event of an unauthorized disclosure computer forensics teams may require many days, weeks or even months to fully ascertain the details surrounding the disclosure which may delay prompt notification within the 30 calendar day requirement.

Where information is available, Customer shall notify the parent or adult student of: (1) the nature of the unauthorized use or disclosure (e.g., security breach, nonconsensual re-disclosure, etc.); (2) the specific student records that were used or disclosed without authorization where possible; (3) what College Board and Customer have done or will do to mitigate any effects of the unauthorized use or disclosure; and (4) what corrective action College Board and Customer have taken or will take to prevent future occurrences. Except as otherwise required by law, College Board will not provide notice of the incident directly to the parent or adult student whose student records were involved, regulatory agencies, or other entities, without prior written permission from Customer.

Use of Cookies. A cookie is a small text file placed on your computer's hard drive when you visit a website. The cookie gives you a unique, random ID, and this ID enables our website(s) to readily recognize each user on a subsequent visit to the site(s). For example, a cookie may indicate the preferences you selected on a prior visit. This facilitates more efficient browsing on subsequent visits, by using your preferences to customize the content and/or layout of our site(s). The College Board may use cookies in this fashion. Visitors are free to set their Web browsers to prevent the acceptance of cookies. However, subscribers of SpringBoard Digital must enable cookies to access certain areas. Be aware that the College Board website cookies do not contain personally identifiable information. Some Service Providers use cookies on College Board site(s). The College Board has no access to or control over these cookies. This privacy statement covers the use of cookies by the College Board website(s) only and does not cover the use of cookies by any third-party providers.

Proprietary Rights. The College Board and its Service Providers have expended substantial time, effort, and funds to create the website(s) and SpringBoard Digital. Customer acknowledges and agrees that the College Board or College Board affiliates exclusively own the copyright to (or have been granted licenses by third parties to use) all rights, title, and interest in SpringBoard Digital and the information, data, databases, images, sound recordings, audio and visual clips, and other content (collectively, "Content") provided by the website(s). Certain materials specifically designated as belonging to another party are not owned by the College Board. No copyrighted material or other Content may be performed, distributed, downloaded, uploaded, modified, reused, reproduced, reposted, retransmitted, disseminated, sold, published, broadcast or circulated or otherwise used in any way whatsoever except as expressly stated either in such materials or in this Schedule without express written permission of the College Board or permission of the copyright owner. Any modification of the Content, or any portion thereof, or use of the Content for any other purpose constitutes an infringement of the College Board's copyrights and other proprietary rights. Use of the Content on any other website (including, without limitation, internal websites and social media sites) or other networked computer environment is prohibited without prior written permission from the College Board. **Customer agrees not to reproduce, duplicate, copy, sell, resell, or exploit for any commercial purposes any portion of the SpringBoard Program, use of the SpringBoard Program, or access to the SpringBoard Program.**

Customer agrees and acknowledges that Workshops and Products, including, but not limited to, training notes, and materials and booklets provided to participants, including all copies thereof, are the sole and exclusive property of the College Board. Copying, disseminating or posting any SpringBoard Program material on Customer's internal or any external website, including social media sites, or creating and sharing derivative works of the materials is a breach of Customer's agreement with the College Board and the College Board's intellectual property rights. Customer may solely use the Products described herein for the professional development and coaching services provided by the College Board in connection with Workshop participants' knowledge and use of the SpringBoard Program.

Except for the license expressly granted herein, Customer shall have no rights to or other interests in SpringBoard Digital, materials or Content. The College Board reserves all rights not explicitly granted to Customer under this Schedule.

Customer agrees that it shall not post any SpringBoard Program material on Customer's internal or any external website, and shall advise all SpringBoard Program teachers and students that posting any such material, including answers to any questions on SpringBoard Digital or in SpringBoard student or teacher editions is a violation of the College Board's copyright. Customer agrees that it shall not offer for resale, and shall advise its teachers and administers not to offer

Force Majeure. Either party may be excused from performance of an obligation under this Agreement in the event that performance of that obligation by such party is prevented by an act of God, act of war, terrorism, riot, fire, explosion, flood or other circumstance that is beyond the control of, and could not reasonably be avoided by, such party.

Payment. This Agreement supersedes any conflicting terms and conditions contained in Customer's purchase order. Customer shall pay all shipping charges including any additional fees for expedited shipping requested by Customer. Customer may return or exchange, at Customer's expense, consumable editions which are in new condition and have not yet been used up to thirty (30) days after receipt. College Board will issue refunds within thirty (30) days upon receipt of the returned editions for accounts that have been paid.

Customer agrees to pay any applicable sales, use, value added or other taxes or import duties (other than the College Board's corporate income taxes) based on, or due as a result of, any fees paid to the College Board under this Schedule, unless Customer is exempt from such taxes as the result of Customer's corporate or government status. Customer shall furnish the College Board with a valid tax exemption certificate.

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CollegeBoard **SpringBoard**

2018-2019 California Materials Order Form

To place an order: Return signed order form with purchase order/check to:
FAX: 646-607-2881 OR EMAIL: SpringBoardOrders@collegeboard.org

Questions? Contact the SpringBoard Team 877-999-7723

Step 1. Enter Your Contact Information

School Name	Sunset Elementary
Contact for Materials	Efrain Burciaga
Contact Email Address:	eburciaga@sysd.k12.ca.us
Contact Phone:	(619)428-4476 Ext. 3699
IT Contact Name/Email:	Todd Lewis - todd.lewis@sysd.k12.ca.us

Step 2. Materials: Enter quantities and shipping location below

Shipping Information (required information) * Will receive tracking information via email

Location Type	School
Ship Location	San Ysidro School District - Warehouse
Address 1	4350 Otay Mesa Road
Address 2	
City	San Ysidro
State, Zip	CA, 92173

Ship To Contact	Araceli Sanchez
Phone	(619)428-4476 Ext. 3002
Email *	asanchez@sysd.k12.ca.us

Special Delivery Instructions:	

Math National Edition

PRINT EDITIONS	STUDENT EDITIONS				TEACHER EDITIONS			
Title	ISBN	Price	Quantity	Cost	ISBN	Price	Quantity	Cost
Course 1 - 2014©	978-1-4573-0148-3	$17.95	120	$ 2,154.00	978-1-4573-0155-1	$91.00		$ -
Course 2 - 2014©	978-1-4573-0149-0	$17.95		$ -	978-1-4573-0156-8	$91.00		$ -
Course 3 - 2014©	978-1-4573-0150-6	$17.95		$ -	978-1-4573-0157-5	$91.00		$ -
Algebra 1 -2014©	978-1-4573-0151-3	$18.95		$ -	978-1-4573-0158-2	$94.00		$ -
Geometry - 2015©	978-1-4573-0152-0	$19.45		$ -	978-1-4573-0159-9	$98.00		$ -
Algebra 2 - 2015©	978-1-4573-0153-7	$19.45		$ -	978-1-4573-0160-5	$98.00		$ -
Integrated Math I 2017©	978-1-4573-0542-9	$18.95		$ -	978-1-4573-0549-8	$94.00		$ -
Integrated Math II 2017©	978-1-4573-0543-6	$19.45		$ -	978-1-4573-0550-4	$98.00		$ -
Integrated Math III 2017©	978-1-4573-0544-3	$19.45		$ -	978-1-4573-0551-1	$98.00		$ -
Precalculus - 2015©	978-1-4573-0154-4	$19.45		$ -	978-1-4573-0161-2	$98.00		$ -

Strategy Posters	Price	Quantity	Cost
Math Strategy Poster Set (2 Posters)	$8.95		$ -

Math Total	$2,154.00

Step 3. Indicate Payment and Sign Order Form (ORDER WILL NOT BE PROCESSED WITHOUT A SIGNATURE BELOW)

Select Payment Type: PO # _____

I verify that the information and quantities indicated on this form are accurate and that I am authorized to approve this order on behalf of the district/schools indicated. I understand and accept the terms and conditions outlined in the "Policies" section of this form.

		X _____	
Print Name	**Title**	**Signature (REQUIRED)**	**Date**

Continue to Page 2 for ELA and ELD Materials

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CollegeBoard **SpringBoard**

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ELD - Grade 6 2017©	978-1-4573-0476-7	$12.95		$ -	978-1-4573-0483-5	$92.00		$ -
ELD - Grade 7 2017©	978-1-4573-0477-4	$12.95		$ -	978-1-4573-0484-2	$92.00		$ -
ELD - Grade 8 2017©	978-1-4573-0478-1	$12.95		$ -	978-1-4573-0485-9	$92.00		$ -
ELD - Grade 9 2017©	978-1-4573-0479-8	$13.25		$ -	978-1-4573-0486-6	$98.00		$ -
ELD - Grade 10 2017©	978-1-4573-0480-4	$13.25		$ -	978-1-4573-0487-3	$98.00		$ -
ELD - Grade 11 2017©	978-1-4573-0481-1	$13.25		$ -	978-1-4573-0488-0	$98.00		$ -
ELD - Senior English 2017©	978-1-4573-0482-8	$13.25		$ -	978-1-4573-0489-7	$98.00		$ -

ELA/ELD Total	$0.00

Continue to Page 3 for Close Reading Workshop, Writing Workshop & ELA Posters

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CollegeBoard **SpringBoard**

2018-2019 California Materials Order Form

Close Reading Workshop, Writing Workshop & ELA Posters

ELA Close Reading Workshop / Writing Workshop Bundle	*Bundle price includes 1 CRW and 1 WW Student Edition Teacher Editions must be purchased separately*			
TITLE	**ISBN**	**Price**	**Quantity**	**Cost**
CRW/WW Bundle - Grade 6©	2016CACRWGR6SE	$12.95		$ -
CRW/WW Bundle - Grade 7©	2016CACRWGR7SE	$12.95		$ -
CRW/WW Bundle - Grade 8©	2016CACRWGR8SE	$12.95		$ -
CRW/WW Bundle - Grade 9©	2016CACRWGR9SE	$12.95		$ -
CRW/WW Bundle - Grade 10©	2016CACRWGR10SE	$12.95		$ -
CRW/WW Bundle - Grade 11©	2016CACRWGR11SE	$12.95		$ -
CRW/WW Bundle - Grade 12©	2016CACRWGR12SE	$12.95		$ -

PRINT EDITIONS	STUDENT EDITIONS				TEACHER EDITIONS			
ELA Close Reading Workshop©	**ISBN**	**Price**	**Quantity**	**Cost**	**ISBN**	**Price**	**Quantity**	**Cost**
CRW - Grade 6 2017©	978-1-4573-0702-7	$8.99		$ -	978-1-4573-0709-6	$29.99		$ -
CRW - Grade 7 2017©	978-1-4573-0703-4	$8.99		$ -	978-1-4573-0710-2	$29.99		$ -
CRW - Grade 8 2017©	978-1-4573-0704-1	$8.99		$ -	978-1-4573-0711-9	$29.99		$ -
CRW - Grade 9 2017©	978-1-4573-0705-8	$8.99		$ -	978-1-4573-0712-6	$29.99		$ -
CRW - Grade 10 2017©	978-1-4573-0706-5	$8.99		$ -	978-1-4573-0713-3	$29.99		$ -
CRW - Grade 11 2017©	978-1-4573-0707-2	$8.99		$ -	978-1-4573-0714-0	$29.99		$ -
CRW - Grade 12 2017©	978-1-4573-0708-9	$8.99		$ -	978-1-4573-0715-7	$29.99		$ -

ELA Writing Workshop©	ISBN	Price	Quantity	Cost	ISBN	Price	Quantity	Cost
WW - Grade 6 2017©	978-1-4573-0688-4	$9.99		$ -	978-1-4573-0695-2	$29.99		$ -
WW - Grade 7 2017©	978-1-4573-0689-1	$9.99		$ -	978-1-4573-0696-9	$29.99		$ -
WW - Grade 8 2017©	978-1-4573-0690-7	$9.99		$ -	978-1-4573-0697-6	$29.99		$ -
WW - Grade 9 2017©	978-1-4573-0691-4	$9.99		$ -	978-1-4573-0698-3	$29.99		$ -
WW - Grade 10 2017©	978-1-4573-0692-1	$9.99		$ -	978-1-4573-0699-0	$29.99		$ -
WW - Grade 11 2017©	978-1-4573-0693-8	$9.99		$ -	978-1-4573-0700-3	$29.99		$ -
WW - Grade 12 2017©	978-1-4573-0694-5	$9.99		$ -	978-1-4573-0701-0	$29.99		$ -

Strategy Posters	Price	Quantity	Cost
ELA Strategy Poster Set (3 Posters)	$12.95		$ -

ELA Total	$0.00
Math Total	$2,154.00
Shipping (10%)	$215.40
Overall Total	**$2,369.40**

Continue to Page 4 for Terms and Conditions

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CollegeBoard SpringBoard®

Below are the terms and conditions for your use of SpringBoard®.

By acquiring College Board's SpringBoard® program, you ("Customer" or "You") accept the terms of this Agreement. Should Customer fail to comply with these requirements, the College Board will terminate online access without liability. If Customer subscribes to SpringBoard pursuant to a separate written contract or order form with the College Board ("CRS Agreement"), the terms of the separate written CRS Agreement between the College Board and Customer for SpringBoard supersede the terms contained herein to the extent they conflict with any terms in this Agreement.

SpringBoard® Program Overview. The College Board's SpringBoard Program, a proprietary program that helps prepare 6th through 12th grade students to succeed at college-level work, includes student and teacher editions, a website license to SpringBoard Digital and professional development and coaching services, that feature rigorous standards, instructional resources, and formative assessments in mathematics and/or English language arts through a web-supported, integrated program (the "SpringBoard Program"). For more details on the SpringBoard Program, see: http://springboardprogram.collegeboard.org/.

License Grant. The following licenses are referred to herein collectively as the "Licenses".

Site License. The College Board hereby grants to Customer a limited, non-exclusive, non-transferable, non-assignable, revocable license during the Term of this Agreement to access and use the SpringBoard website ("SpringBoard Digital") and to allow each of the participating schools (the "Schools") to use SpringBoard Digital in accordance with the terms and conditions governing use of and access to SpringBoard Digital for teachers and for students located at Customer's URL to access SpringBoard Digital ("Site Terms and Conditions"), and to use all content available on SpringBoard Digital in print or otherwise provided to Customer, and the privacy policy for SpringBoard Digital also located at Customer's URL ("Privacy Policy"). Access to SpringBoard Digital is for the sole purpose of improving teaching and learning of students in the grades designated by Customer in mathematics and/or English language arts within the Schools. Unless Customer is ordering SpringBoard "Digital Only", College Board shall provide Customer with one consumable student edition for each license granted for students and one teacher edition for each teacher. College Board shall provide Customer with these consumable editions annually at the start of each school year.

Schools' Compliance with License Terms. Customer shall be responsible for the Schools' compliance with the terms of all Licenses.

Access to SpringBoard. Customer will access SpringBoard Digital via the College Board's website. Customer understands and agrees that there is a risk of interruption to websites. Additionally, the website may be suspended from time to time for administrative purposes, as necessary, including but not limited to, system maintenance. The College Board may change the technical functionality of the website at any time upon notice (where reasonable) to Customer to the extent necessary to address technical and other business needs of the College Board.

Content Revision. The College Board reserves the right to update the content of the SpringBoard Digital and Products, services and deliverables. If significant revisions are made to any Product, furnished under this Agreement then the Customer shall receive the most recent version of the Product. This shall only apply to future years from the revision date of the Product's furnished under this Agreement.

Restrictions on Use. Customer shall not: (a) sell, rent, lease, loan, sublicense, disseminate, assign, reverse engineer, attempt to derive the source code of, transfer or otherwise provide access to third parties, make the website available for use by third parties or use the website for the benefit of any third party; (b) copy, reproduce, modify, adapt, translate or create any derivative works from the website; (c) remove, alter, obscure or tamper with any trademark, copyright or other proprietary markings or notices affixed to or contained within the website; or (d) encourage or permit any user or other third party to engage in any of the foregoing. Customer shall be responsible for ensuring that all students and teachers comply with the terms of this Schedule. If Customer violates any of the provisions hereof, the College Board shall have the right to terminate your right to use of SpringBoard Digital, without waiver of any other remedy, whether legal or equitable.

Service Providers. The College Board maintains a relationship with and has agreements with certain vendors ("Service Provider(s)") for access to some of the services and tools offered through SpringBoard Digital. Customer acknowledges and agrees that the information that is uploaded to SpringBoard Digital will be accessible to the applicable Service Provider for the sole purpose of providing those services to Customer. Please be aware that any information supplied to Service Provider is subject to their security and privacy policies. The College Board encourages Customer to read the policies of Service Provider, because their privacy practices may differ from the College Board's practices.

Customer Obligations. Customer shall provide certain information on the participating students in the Schools for the SpringBoard Program ("Registration Information"). Unless the College Board otherwise directs, the Registration Information shall include each student's username, password, and first and last name. At no additional cost to Customer, Customer may use a third party to upload and manage the Registration Information for students participating in the SpringBoard Program. Such third parties, include, without limitation, Zink Reading Labs, Turnitin, Desmos and Clever. Customer may also choose to manually update the Registration Information directly on the SpringBoard Site.

Customer shall comply with the Family Educational Rights and Privacy Act, 20 U.S.C. s. 1232g, and its implementing regulations, 34 C.F.R. pt. 99 ("FERPA") in connection with the SpringBoard Program. Customer shall obtain any and all consents necessary for students to participate in the SpringBoard Program, and Customer shall include in its annual notification of rights under FERPA criteria that support the designation of the College Board and its employees as school officials with legitimate educational interests. Customer authorizes the College Board to use personally identifiable, non-directory information to conduct studies with the purpose of improving instruction for the SpringBoard Program in accordance with 34 C.F.R. 99.31(a)(6)(i).

Customer Representations Customer has designated as "directory information" for purposes of FERPA, a student's name, the most recent educational agency or institution attended, and the other items specifically identified as directory information in 34 C.F.R. 99.3. To the extent the Registration Information includes only such directory information, the College Board may redisclose the Registration Information in accordance with the Privacy Policy without the consent of the parent or student eighteen (18) years of age or older.

To the extent that the Registration Information or other personally identifiable information from education records of students disclosed by Customer to the College Board includes information other than directory information, for purposes of FERPA the College Board and its employees and independent contractors are "school officials" whom Customer has determined to have "legitimate educational interests", and Customer may disclose such non-directory information to the College Board consistent with FERPA and other applicable law and policy.

Customer has a policy on acceptable use of computer equipment and services by teachers, other staff, and students that is at least as rigorous as the Site Terms and Conditions. The Site Terms and Conditions are consistent with and sufficient under Customer's computer use and other relevant policies.

Customer has a policy on confidentiality of student records consistent with and sufficient under FERPA. The Privacy Policy is consistent with and sufficient under Customer's FERPA and other relevant policies.

Customer represents and warrants that it is empowered under applicable state laws to enter into and perform this Agreement and it has caused this Agreement to be duly authorized, executed and delivered.

You represent and warrant that you have obtained any consent that You require from, for example, Your management, superintendent, district, Your school and any third parties to the extent consent is necessary to authorize You to enter into this Agreement.

General Disclaimer. THE COLLEGE BOARD HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

Limitation of Liability. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE COLLEGE BOARD AND ITS' AFFILIATES FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE WORK PERFORMED BY THE COLLEGE BOARD PURSUANT TO THIS AGREEMENT FROM ANY CAUSE OR CAUSES, INCLUDED BUT NOT LIMITED TO THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR WARRANTY EXPRESS OR IMPLIED OF THE COLLEGE BOARD OR ITS' AFFILIATES, SHALL NOT EXCEED THE ACTUAL AMOUNT PAID TO THE COLLEGE BOARD UNDER THIS AGREEMENT FOR THE SPECIFIC DELIVERABLE SUBJECT TO THE DAMAGES CLAIM. IN NO EVENT WILL THE COLLEGE BOARD AND ITS AFFILIATES HAVE ANY LIABILITY TO PURCHASER IN CONNECTION WITH THIS AGREEMENT FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTIAL, SPECIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM OR THEORY OF LIABILITY. TO THE EXTENT ALLOWED BY LAW, PURCHASER WILL INDEMNIFY, DEFEND AND HOLD HARMLESS, THE COLLEGE BOARD AGAINST THIRD PARTY CLAIMS THAT ARISE AS A RESULT OF THE BREACH OF THIS AGREEMENT BY CUSTOMER

Ownership of Intellectual Property. Customer agrees and acknowledges that all intellectual property provided under or pertaining to this Agreement, including, but not limited to, any College Board publications, College Board website(s), CD-ROMS, videos, examinations and all items contained therein, including all copies thereof, all data and any parts thereof, all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights are the sole and exclusive property of the College Board. Nothing in this Agreement should be interpreted to indicate that the College Board is passing its proprietary rights in and to the College Board Intellectual Property to the Customer.

Confidentiality. All information exchanged hereunder to which either party shall have access in connection with this Agreement, including the terms of this Agreement, is confidential ("Confidential Information"), and except as otherwise expressly provided in this Agreement, neither party will authorize or permit the other party's Confidential Information to be conveyed or in any manner communicated to or made available to any third party or to be physically duplicated or reproduced or used by or for the benefit of any third party, in whole or in part; provided, however, that Confidential Information shall exclude any data or information that: (a) is publicly disclosed or expressly approved for public disclosure by the act of an authorized agent of either party; (b) becomes publicly known without breach of any confidentiality obligation; or (c) is required to be disclosed pursuant to any applicable law or regulation, government authority or duly authorized subpoena or court order, provided that the disclosing party in such event shall provide the other party with notice of such requirement as soon as practicable after such

Data Protection. The College Board shall take actions to ensure the security and confidentiality of Confidential Information. The College Board assures Customer that the College Board employs security controls designed to secure and protect personally identifiable information in a manner consistent with industry standards. The College Board shall maintain the Registration Information (defined in Section 3.1) that may be obtained pursuant to this Agreement in a secure computer environment and not copy, reproduce or transmit such data except as necessary to fulfill the purpose of the original request.

The College Board has security measures in place designed to help protect against loss, misuse and alteration of the data under the College Board's control. College Board shall develop, implement, maintain and use reasonably appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all stored, managed, retained,

Security Measures. To ensure the security and confidentiality of confidential records the College Board shall designate an employee responsible for the training and compliance of all College Board employees, agents, and assigns on compliance with security and confidentiality provisions detailed in this Agreement. The College Board warrants that the confidentiality requirements and security measures identified in the Agreement will be extended by contract to any and all subcontractors used by College Board, if any, to execute the terms of the Agreement.

The College Board will use appropriate and reliable storage media, regularly backup student records and retain such backup copies for the duration of the Agreement and as defined by the College Board. The Customer acknowledges that College Board utilizes cloud hosting service providers throughout its infrastructure. The College Board warrants that all student records will be stored in the United States where technically feasible and reasonable as determined solely by College Board. Customer acknowledges that in some cases the College Board may not be able to restrict the location of data due to limitations within the cloud hosting service provider capabilities.

Notice. In the event of an unauthorized disclosure of student records the Customer and College Board agree to notify the other party, fully investigate the incident and fully cooperate with any investigation of the incident, implement remedial measures and respond in a timely manner. Such notification shall be promptly performed as information becomes available but not greater than 30 calendar days immediately upon becoming aware of: (1) a confirmed compromise of student records, or of (2) circumstances that could have reasonably resulted in an unauthorized access to or disclosure of student records. Both Customer and College Board acknowledge that in the event of an unauthorized disclosure computer forensics teams may require many days, weeks or even months to fully ascertain the details surrounding the disclosure which may delay prompt notification within the 30 calendar day requirement.

Where information is available, Customer shall notify the parent or adult student of: (1) the nature of the unauthorized use or disclosure (e.g., security breach, nonconsensual re-disclosure, etc.); (2) the specific student records that were used or disclosed without authorization where possible; (3) what College Board and Customer have done or will do to mitigate any effects of the unauthorized use or disclosure; and (4) what corrective action College Board and Customer have taken or will take to prevent future occurrences. Except as otherwise required by law, College Board will not provide notice of the incident directly to the parent or adult student whose student records were involved, regulatory agencies, or other entities, without prior written permission from Customer.

Use of Cookies. A cookie is a small text file placed on your computer's hard drive when you visit a website. The cookie gives you a unique, random ID, and this ID enables our website(s) to readily recognize each user on a subsequent visit to the site(s). For example, a cookie may indicate the preferences you selected on a prior visit. This facilitates more efficient browsing on subsequent visits, by using your preferences to customize the content and/or layout of our site(s). The College Board may use cookies in this fashion. Visitors are free to set their Web browsers to prevent the acceptance of cookies. However, subscribers of SpringBoard Digital must enable cookies to access certain areas. Be aware that the College Board website cookies do not contain personally identifiable information. Some Service Providers use cookies on College Board site(s). The College Board has no access to or control over these cookies. This privacy statement covers the use of cookies by the College Board website(s) only and does not cover the use of cookies by any third-party providers.

Proprietary Rights. The College Board and its Service Providers have expended substantial time, effort, and funds to create the website(s) and SpringBoard Digital. Customer acknowledges and agrees that the College Board or College Board affiliates exclusively own the copyright to (or have been granted licenses by third parties to use) all rights, title, and interest in SpringBoard Digital and the information, data, databases, images, sound recordings, audio and visual clips, and other content (collectively, "Content") provided by the website(s). Certain materials specifically designated as belonging to another party are not owned by the College Board. No copyrighted material or other Content may be performed, distributed, downloaded, uploaded, modified, reused, reproduced, reposted, retransmitted, disseminated, sold, published, broadcast or circulated or otherwise used in any way whatsoever except as expressly stated either in such materials or in this Schedule without express written permission of the College Board or permission of the copyright owner. Any modification of the Content, or any portion thereof, or use of the Content for any other purpose constitutes an infringement of the College Board's copyrights and other proprietary rights. Use of the Content on any other website (including, without limitation, internal websites and social media sites) or other networked computer environment is prohibited without prior written permission from the College Board. **Customer agrees not to reproduce, duplicate, copy, sell, resell, or exploit for any commercial purposes any portion of the SpringBoard Program, use of the SpringBoard Program, or access to the SpringBoard Program.**

Customer agrees and acknowledges that Workshops and Products, including, but not limited to, training notes, and materials and booklets provided to participants, including all copies thereof, are the sole and exclusive property of the College Board. Copying, disseminating or posting any SpringBoard Program material on Customer's internal or any external website, including social media sites, or creating and sharing derivative works of the materials is a breach of Customer's agreement with the College Board and the College Board's intellectual property rights.

Customer may solely use the Products described herein for the professional development and coaching services provided by the College Board in connection with Workshop participants' knowledge and use of the SpringBoard Program.

Except for the license expressly granted herein, Customer shall have no rights to or other interests in SpringBoard Digital, materials or Content. The College Board reserves all rights not explicitly granted to Customer under this Schedule.

Customer agrees that it shall not post any SpringBoard Program material on Customer's internal or any external website, and shall advise all SpringBoard Program teachers and students that posting any such material, including answers to any questions on SpringBoard Digital or in SpringBoard student or teacher editions is a violation of the College Board's copyright. Customer agrees that it shall not offer for resale, and shall advise its teachers and administers not to offer

Force Majeure. Either party may be excused from performance of an obligation under this Agreement in the event that performance of that obligation by such party is prevented by an act of God, act of war, terrorism, riot, fire, explosion, flood or other circumstance that is beyond the control of, and could not reasonably be avoided by, such party.

Payment. This Agreement supersedes any conflicting terms and conditions contained in Customer's purchase order. Customer shall pay all shipping charges including any additional fees for expedited shipping requested by Customer. Customer may return or exchange, at Customer's expense, consumable editions which are in new condition and have not yet been used up to thirty (30) days after receipt. College Board will issue refunds within thirty (30) days upon receipt of the returned editions for accounts that have been paid.

Customer agrees to pay any applicable sales, use, value added or other taxes or import duties (other than the College Board's corporate income taxes) based on, or due as a result of, any fees paid to the College Board under this Schedule, unless Customer is exempt from such taxes as the result of Customer's corporate or government status. Customer shall furnish the College Board with a valid tax exemption certificate.

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CollegeBoard **SpringBoard**

2018-2019 California Materials Order Form

To place an order: Return signed order form with purchase order/check to:
FAX: 646-607-2881 OR EMAIL: SpringBoardOrders@collegeboard.org

Questions? Contact the SpringBoard Team 877-999-7723

Step 1. Enter Your Contact Information

School Name	Willow Elementary
Contact for Materials	Manuel Bojorquez
Contact Email Address:	mbojorquez@sysd.k12.ca.us
Contact Phone:	(619)428-4476 Ext. 3799
IT Contact Name/Email:	Todd Lewis - todd.lewis@sysd.k12.ca.us

Step 2. Materials: Enter quantities and shipping location below

Shipping Information (required information)

* Will receive tracking information via email

Location Type	School
Ship Location	San Ysidro School District - Warehouse
Address 1	4350 Otay Mesa Road
Address 2	
City	San Ysidro
State, Zip	CA, 92173

Ship To Contact	Araceli Sanchez
Phone	(619)428-4476 Ext. 3002
Email *	asanchez@sysd.k12.ca.us

Special Delivery Instructions:	

Math National Edition

PRINT EDITIONS	STUDENT EDITIONS				TEACHER EDITIONS			
Title	ISBN	Price	Quantity	Cost	ISBN	Price	Quantity	Cost
Course 1 - 2014©	978-1-4573-0148-3	$17.95	150	$ 2,692.50	978-1-4573-0155-1	$91.00		$ -
Course 2 - 2014©	978-1-4573-0149-0	$17.95		$ -	978-1-4573-0156-8	$91.00		$ -
Course 3 - 2014©	978-1-4573-0150-6	$17.95		$ -	978-1-4573-0157-5	$91.00		$ -
Algebra 1 -2014©	978-1-4573-0151-3	$18.95		$ -	978-1-4573-0158-2	$94.00		$ -
Geometry - 2015©	978-1-4573-0152-0	$19.45		$ -	978-1-4573-0159-9	$98.00		$ -
Algebra 2 - 2015©	978-1-4573-0153-7	$19.45		$ -	978-1-4573-0160-5	$98.00		$ -
Integrated Math I 2017©	978-1-4573-0542-9	$18.95		$ -	978-1-4573-0549-8	$94.00		$ -
Integrated Math II 2017©	978-1-4573-0543-6	$19.45		$ -	978-1-4573-0550-4	$98.00		$ -
Integrated Math III 2017©	978-1-4573-0544-3	$19.45		$ -	978-1-4573-0551-1	$98.00		$ -
Precalculus - 2015©	978-1-4573-0154-4	$19.45		$ -	978-1-4573-0161-2	$98.00		$ -

Strategy Posters	Price	Quantity	Cost
Math Strategy Poster Set (2 Posters)	$8.95		$ -

Math Total	$2,692.50

Step 3. Indicate Payment and Sign Order Form (ORDER WILL NOT BE PROCESSED WITHOUT A SIGNATURE BELOW)

Select Payment Type:

PO # _____

I verify that the information and quantities indicated on this form are accurate and that I am authorized to approve this order on behalf of the district/schools indicated. I understand and accept the terms and conditions outlined in the "Policies" section of this form.

		X _____	
Print Name	**Title**	**Signature (REQUIRED)**	**Date**

Continue to Page 2 for ELA and ELD Materials

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CollegeBoard **SpringBoard**

2018-2019 California Materials Order Form

ELA California Edition & ELD

ELA ELD Bundles	*Bundle price includes 1 ELA and 1 ELD Student Edition* *Teacher Editions must be purchased separately*			
TITLE	ISBN	Price	Quantity	Cost
ELA/ELD Bundle - Grade 6©	2016CAELDGR6SE	$23.35		$ -
ELA/ELD Bundle - Grade 7©	2016CAELDGR7SE	$23.35		$ -
ELA/ELD Bundle - Grade 8©	2016CAELDGR8SE	$23.35		$ -
ELA/ELD Bundle - Grade 9©	2016CAELDGR9SE	$24.85		$ -
ELA/ELD Bundle - Grade 10©	2016CAELDGR10SE	$24.85		$ -
ELA/ELD Bundle - Grade 11©	2016CAELDGR11SE	$24.85		$ -
ELA/ELD Bundle - Grade 12©	2016CAELDGR12SE	$24.85		$ -

PRINT EDITIONS	STUDENT EDITIONS				TEACHER EDITIONS			
ELA California Edition	ISBN	Price	Quantity	Cost	ISBN	Price	Quantity	Cost
Grade 6 - 2017©	978-1-4573-0462-0	$19.25		$ -	978-1-4573-0469-9	$92.00		$ -
Grade 7 - 2017©	978-1-4573-0463-7	$19.25		$ -	978-1-4573-0470-5	$92.00		$ -
Grade 8 - 2017 ©	978-1-4573-0464-4	$19.25		$ -	978-1-4573-0471-2	$92.00		$ -
Grade 9 - 2017©	978-1-4573-0465-1	$19.95		$ -	978-1-4573-0472-9	$98.00		$ -
Grade 10 - 2017©	978-1-4573-0466-8	$19.95		$ -	978-1-4573-0473-6	$98.00		$ -
Grade 11 - 2017©	978-1-4573-0467-5	$19.95		$ -	978-1-4573-0474-3	$98.00		$ -
Senior English - 2017©	978-1-4573-0468-2	$19.95		$ -	978-1-4573-0475-0	$98.00		$ -

ELD©	ISBN	Price	Quantity	Cost	ISBN	Price	Quantity	Cost
ELD - Grade 6 2017©	978-1-4573-0476-7	$12.95		$ -	978-1-4573-0483-5	$92.00		$ -
ELD - Grade 7 2017©	978-1-4573-0477-4	$12.95		$ -	978-1-4573-0484-2	$92.00		$ -
ELD - Grade 8 2017©	978-1-4573-0478-1	$12.95		$ -	978-1-4573-0485-9	$92.00		$ -
ELD - Grade 9 2017©	978-1-4573-0479-8	$13.25		$ -	978-1-4573-0486-6	$98.00		$ -
ELD - Grade 10 2017©	978-1-4573-0480-4	$13.25		$ -	978-1-4573-0487-3	$98.00		$ -
ELD - Grade 11 2017©	978-1-4573-0481-1	$13.25		$ -	978-1-4573-0488-0	$98.00		$ -
ELD - Senior English 2017©	978-1-4573-0482-8	$13.25		$ -	978-1-4573-0489-7	$98.00		$ -

ELA/ELD Total	$0.00

Continue to Page 3 for Close Reading Workshop, Writing Workshop & ELA Posters

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CollegeBoard SpringBoard

2018-2019 California Materials Order Form

Close Reading Workshop, Writing Workshop & ELA Posters

ELA Close Reading Workshop / Writing Workshop Bundle	*Bundle price includes 1 CRW and 1 WW Student Edition Teacher Editions must be purchased separately*			
TITLE	**ISBN**	**Price**	**Quantity**	**Cost**
CRW/WW Bundle - Grade 6©	2016CACRWGR6SE	$12.95		$ -
CRW/WW Bundle - Grade 7©	2016CACRWGR7SE	$12.95		$ -
CRW/WW Bundle - Grade 8©	2016CACRWGR8SE	$12.95		$ -
CRW/WW Bundle - Grade 9©	2016CACRWGR9SE	$12.95		$ -
CRW/WW Bundle - Grade 10©	2016CACRWGR10SE	$12.95		$ -
CRW/WW Bundle - Grade 11©	2016CACRWGR11SE	$12.95		$ -
CRW/WW Bundle - Grade 12©	2016CACRWGR12SE	$12.95		$ -

PRINT EDITIONS	STUDENT EDITIONS				TEACHER EDITIONS			
ELA Close Reading Workshop©	**ISBN**	**Price**	**Quantity**	**Cost**	**ISBN**	**Price**	**Quantity**	**Cost**
CRW - Grade 6 2017©	978-1-4573-0702-7	$8.99		$ -	978-1-4573-0709-6	$29.99		$ -
CRW - Grade 7 2017©	978-1-4573-0703-4	$8.99		$ -	978-1-4573-0710-2	$29.99		$ -
CRW - Grade 8 2017©	978-1-4573-0704-1	$8.99		$ -	978-1-4573-0711-9	$29.99		$ -
CRW - Grade 9 2017©	978-1-4573-0705-8	$8.99		$ -	978-1-4573-0712-6	$29.99		$ -
CRW - Grade 10 2017©	978-1-4573-0706-5	$8.99		$ -	978-1-4573-0713-3	$29.99		$ -
CRW - Grade 11 2017©	978-1-4573-0707-2	$8.99		$ -	978-1-4573-0714-0	$29.99		$ -
CRW - Grade 12 2017©	978-1-4573-0708-9	$8.99		$ -	978-1-4573-0715-7	$29.99		$ -

ELA Writing Workshop©	ISBN	Price	Quantity	Cost	ISBN	Price	Quantity	Cost
WW - Grade 6 2017©	978-1-4573-0688-4	$9.99		$ -	978-1-4573-0695-2	$29.99		$ -
WW - Grade 7 2017©	978-1-4573-0689-1	$9.99		$ -	978-1-4573-0696-9	$29.99		$ -
WW - Grade 8 2017©	978-1-4573-0690-7	$9.99		$ -	978-1-4573-0697-6	$29.99		$ -
WW - Grade 9 2017©	978-1-4573-0691-4	$9.99		$ -	978-1-4573-0698-3	$29.99		$ -
WW - Grade 10 2017©	978-1-4573-0692-1	$9.99		$ -	978-1-4573-0699-0	$29.99		$ -
WW - Grade 11 2017©	978-1-4573-0693-8	$9.99		$ -	978-1-4573-0700-3	$29.99		$ -
WW - Grade 12 2017©	978-1-4573-0694-5	$9.99		$ -	978-1-4573-0701-0	$29.99		$ -

Strategy Posters	Price	Quantity	Cost
ELA Strategy Poster Set (3 Posters)	$12.95		$ -

ELA Total	$0.00
Math Total	$2,692.50
Shipping (10%)	$269.25
Overall Total	**$2,961.75**

Continue to Page 4 for Terms and Conditions

© 2014 The College Board, All Rights Reserved

CollegeBoard SpringBoard®

Below are the terms and conditions for your use of SpringBoard®.

By acquiring College Board's SpringBoard® program, you ("Customer" or "You") accept the terms of this Agreement. Should Customer fail to comply with these requirements, the College Board will terminate online access without liability. If Customer subscribes to SpringBoard pursuant to a separate written contract or order form with the College Board ("CRS Agreement"), the terms of the separate written CRS Agreement between the College Board and Customer for SpringBoard supersede the terms contained herein to the extent they conflict with any terms in this Agreement.

SpringBoard® Program Overview. The College Board's SpringBoard Program, a proprietary program that helps prepare 6th through 12th grade students to succeed at college-level work, includes student and teacher editions, a website license to SpringBoard Digital and professional development and coaching services, that feature rigorous standards, instructional resources, and formative assessments in mathematics and/or English language arts through a web-supported, integrated program (the "SpringBoard Program"). For more details on the SpringBoard Program, see: http://springboardprogram.collegeboard.org/.

License Grant. The following licenses are referred to herein collectively as the "Licenses".

Site License. The College Board hereby grants to Customer a limited, non-exclusive, non-transferable, non-assignable, revocable license during the Term of this Agreement to access and use the SpringBoard website ("SpringBoard Digital") and to allow each of the participating schools (the "Schools") to use SpringBoard Digital in accordance with the terms and conditions governing use of and access to SpringBoard Digital for teachers and for students located at Customer's URL to access SpringBoard Digital ("Site Terms and Conditions"), and to use all content available on SpringBoard Digital in print or otherwise provided to Customer, and the privacy policy for SpringBoard Digital also located at Customer's URL ("Privacy Policy"). Access to SpringBoard Digital is for the sole purpose of improving teaching and learning of students in the grades designated by Customer in mathematics and/or English language arts within the Schools. Unless Customer is ordering SpringBoard "Digital Only", College Board shall provide Customer with one consumable student edition for each license granted for students and one teacher edition for each teacher. College Board shall provide Customer with these consumable editions annually at the start of each school year.

Schools' Compliance with License Terms. Customer shall be responsible for the Schools' compliance with the terms of all Licenses.

Access to SpringBoard. Customer will access SpringBoard Digital via the College Board's website. Customer understands and agrees that there is a risk of interruption to websites. Additionally, the website may be suspended from time to time for administrative purposes, as necessary, including but not limited to, system maintenance. The College Board may change the technical functionality of the website at any time upon notice (where reasonable) to Customer to the extent necessary to address technical and other business needs of the College Board.

Content Revision. The College Board reserves the right to update the content of the SpringBoard Digital and Products, services and deliverables. If significant revisions are made to any Product, furnished under this Agreement then the Customer shall receive the most recent version of the Product. This shall only apply to future years from the revision date of the Product's furnished under this Agreement.

Restrictions on Use. Customer shall not: (a) sell, rent, lease, loan, sublicense, disseminate, assign, reverse engineer, attempt to derive the source code of, transfer or otherwise provide access to third parties, make the website available for use by third parties or use the website for the benefit of any third party; (b) copy, reproduce, modify, adapt, translate or create any derivative works from the website; (c) remove, alter, obscure or tamper with any trademark, copyright or other proprietary markings or notices affixed to or contained within the website; or (d) encourage or permit any user or other third party to engage in any of the foregoing. Customer shall be responsible for ensuring that all students and teachers comply with the terms of this Schedule. If Customer violates any of the provisions hereof, the College Board shall have the right to terminate your right to use of SpringBoard Digital, without waiver of any other remedy, whether legal or equitable.

Service Providers. The College Board maintains a relationship with and has agreements with certain vendors ("Service Provider(s)") for access to some of the services and tools offered through SpringBoard Digital. Customer acknowledges and agrees that the information that is uploaded to SpringBoard Digital will be accessible to the applicable Service Provider for the sole purpose of providing those services to Customer. Please be aware that any information supplied to Service Provider is subject to their security and privacy policies. The College Board encourages Customer to read the policies of Service Provider, because their privacy practices may differ from the College Board's practices.

Customer Obligations. Customer shall provide certain information on the participating students in the Schools for the SpringBoard Program ("Registration Information"). Unless the College Board otherwise directs, the Registration Information shall include each student's username, password, and first and last name. At no additional cost to Customer, Customer may use a third party to upload and manage the Registration Information for students participating in the SpringBoard Program. Such third parties, include, without limitation, Zink Reading Labs, Turnitin, Desmos and Clever. Customer may also choose to manually update the Registration Information directly on the SpringBoard Site.

Customer shall comply with the Family Educational Rights and Privacy Act, 20 U.S.C. s. 1232g, and its implementing regulations, 34 C.F.R. pt. 99 ("FERPA") in connection with the SpringBoard Program. Customer shall obtain any and all consents necessary for students to participate in the SpringBoard Program, and Customer shall include in its annual notification of rights under FERPA criteria that support the designation of the College Board and its employees as school officials with legitimate educational interests. Customer authorizes the College Board to use personally identifiable, non-directory information to conduct studies with the purpose of improving instruction for the SpringBoard Program in accordance with 34 C.F.R. 99.31(a)(6)(i).

Customer Representations Customer has designated as "directory information" for purposes of FERPA, a student's name, the most recent educational agency or institution attended, and the other items specifically identified as directory information in 34 C.F.R. 99.3. To the extent the Registration Information includes only such directory information, the College Board may redisclose the Registration Information in accordance with the Privacy Policy without the consent of the parent or student eighteen (18) years of age or older.

To the extent that the Registration Information or other personally identifiable information from education records of students disclosed by Customer to the College Board includes information other than directory information, for purposes of FERPA the College Board and its employees and independent contractors are "school officials" whom Customer has determined to have "legitimate educational interests", and Customer may disclose such non-directory information to the College Board consistent with FERPA and other applicable law and policy.

Customer has a policy on acceptable use of computer equipment and services by teachers, other staff, and students that is at least as rigorous as the Site Terms and Conditions. The Site Terms and Conditions are consistent with and sufficient under Customer's computer use and other relevant policies.

Customer has a policy on confidentiality of student records consistent with and sufficient under FERPA. The Privacy Policy is consistent with and sufficient under Customer's FERPA and other relevant policies.

Customer represents and warrants that it is empowered under applicable state laws to enter into and perform this Agreement and it has caused this Agreement to be duly authorized, executed and delivered.

You represent and warrant that you have obtained any consent that You require from, for example, Your management, superintendent, district, Your school and any third parties to the extent consent is necessary to authorize You to enter into this Agreement.

General Disclaimer. THE COLLEGE BOARD HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

Limitation of Liability. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE COLLEGE BOARD AND ITS' AFFILIATES FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE WORK PERFORMED BY THE COLLEGE BOARD PURSUANT TO THIS AGREEMENT FROM ANY CAUSE OR CAUSES, INCLUDED BUT NOT LIMITED TO THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR WARRANTY EXPRESS OR IMPLIED OF THE COLLEGE BOARD OR ITS' AFFILIATES, SHALL NOT EXCEED THE ACTUAL AMOUNT PAID TO THE COLLEGE BOARD UNDER THIS AGREEMENT FOR THE SPECIFIC DELIVERABLE SUBJECT TO THE DAMAGES CLAIM. IN NO EVENT WILL THE COLLEGE BOARD AND ITS AFFILIATES HAVE ANY LIABILITY TO PURCHASER IN CONNECTION WITH THIS AGREEMENT FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTIAL, SPECIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM OR THEORY OF LIABILITY. TO THE EXTENT ALLOWED BY LAW, PURCHASER WILL INDEMNIFY, DEFEND AND HOLD HARMLESS, THE COLLEGE BOARD AGAINST THIRD PARTY CLAIMS THAT ARISE AS A RESULT OF THE BREACH OF THIS AGREEMENT BY CUSTOMER

Ownership of Intellectual Property. Customer agrees and acknowledges that all intellectual property provided under or pertaining to this Agreement, including, but not limited to, any College Board publications, College Board website(s), CD-ROMS, videos, examinations and all items contained therein, including all copies thereof, all data and any parts thereof, all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights are the sole and exclusive property of the College Board. Nothing in this Agreement should be interpreted to indicate that the College Board is passing its proprietary rights in and to the College Board Intellectual Property to the Customer.

Confidentiality. All information exchanged hereunder to which either party shall have access in connection with this Agreement, including the terms of this Agreement, is confidential ("Confidential Information"), and except as otherwise expressly provided in this Agreement, neither party will authorize or permit the other party's Confidential Information to be conveyed or in any manner communicated to or made available to any third party or to be physically duplicated or reproduced or used by or for the benefit of any third party, in whole or in part; provided, however, that Confidential Information shall exclude any data or information that: (a) is publicly disclosed or expressly approved for public disclosure by the act of an authorized agent of either party; (b) becomes publicly known without breach of any confidentiality obligation; or (c) is required to be disclosed pursuant to any applicable law or regulation, government authority or duly authorized subpoena or court order, provided that the disclosing party in such event shall provide the other party with notice of such requirement as soon as practicable after such

Data Protection. The College Board shall take actions to ensure the security and confidentiality of Confidential Information. The College Board assures Customer that the College Board employs security controls designed to secure and protect personally identifiable information in a manner consistent with industry standards. The College Board shall maintain the Registration Information (defined in Section 3.1) that may be obtained pursuant to this Agreement in a secure computer environment and not copy, reproduce or transmit such data except as necessary to fulfill the purpose of the original request.

The College Board has security measures in place designed to help protect against loss, misuse and alteration of the data under the College Board's control. College Board shall develop, implement, maintain and use reasonably appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all stored, managed, retained,

Security Measures. To ensure the security and confidentiality of confidential records the College Board shall designate an employee responsible for the training and compliance of all College Board employees, agents, and assigns on compliance with security and confidentiality provisions detailed in this Agreement. The College Board warrants that the confidentiality requirements and security measures identified in the Agreement will be extended by contract to any and all subcontractors used by College Board, if any, to execute the terms of the Agreement.

The College Board will use appropriate and reliable storage media, regularly backup student records and retain such backup copies for the duration of the Agreement and as defined by the College Board. The Customer acknowledges that College Board utilizes cloud hosting service providers throughout its infrastructure. The College Board warrants that all student records will be stored in the United States where technically feasible and reasonable as determined solely by College Board. Customer acknowledges that in some cases the College Board may not be able to restrict the location of data due to limitations within the cloud hosting service provider capabilities.

Notice. In the event of an unauthorized disclosure of student records the Customer and College Board agree to notify the other party, fully investigate the incident and fully cooperate with any investigation of the incident, implement remedial measures and respond in a timely manner. Such notification shall be promptly performed as information becomes available but not greater than 30 calendar days immediately upon becoming aware of: (1) a confirmed compromise of student records, or of (2) circumstances that could have reasonably resulted in an unauthorized access to or disclosure of student records. Both Customer and College Board acknowledge that in the event of an unauthorized disclosure computer forensics teams may require many days, weeks or even months to fully ascertain the details surrounding the disclosure which may delay prompt notification within the 30 calendar day requirement.

Where information is available, Customer shall notify the parent or adult student of: (1) the nature of the unauthorized use or disclosure (e.g., security breach, nonconsensual re-disclosure, etc.); (2) the specific student records that were used or disclosed without authorization where possible; (3) what College Board and Customer have done or will do to mitigate any effects of the unauthorized use or disclosure; and (4) what corrective action College Board and Customer have taken or will take to prevent future occurrences. Except as otherwise required by law, College Board will not provide notice of the incident directly to the parent or adult student whose student records were involved, regulatory agencies, or other entities, without prior written permission from Customer.

Use of Cookies. A cookie is a small text file placed on your computer's hard drive when you visit a website. The cookie gives you a unique, random ID, and this ID enables our website(s) to readily recognize each user on a subsequent visit to the site(s). For example, a cookie may indicate the preferences you selected on a prior visit. This facilitates more efficient browsing on subsequent visits, by using your preferences to customize the content and/or layout of our site(s). The College Board may use cookies in this fashion. Visitors are free to set their Web browsers to prevent the acceptance of cookies. However, subscribers of SpringBoard Digital must enable cookies to access certain areas. Be aware that the College Board website cookies do not contain personally identifiable information. Some Service Providers use cookies on College Board site(s). The College Board has no access to or control over these cookies. This privacy statement covers the use of cookies by the College Board website(s) only and does not cover the use of cookies by any third-party providers.

Proprietary Rights. The College Board and its Service Providers have expended substantial time, effort, and funds to create the website(s) and SpringBoard Digital. Customer acknowledges and agrees that the College Board or College Board affiliates exclusively own the copyright to (or have been granted licenses by third parties to use) all rights, title, and interest in SpringBoard Digital and the information, data, databases, images, sound recordings, audio and visual clips, and other content (collectively, "Content") provided by the website(s). Certain materials specifically designated as belonging to another party are not owned by the College Board. No copyrighted material or other Content may be performed, distributed, downloaded, uploaded, modified, reused, reproduced, reposted, retransmitted, disseminated, sold, published, broadcast or circulated or otherwise used in any way whatsoever except as expressly stated either in such materials or in this Schedule without express written permission of the College Board or permission of the copyright owner. Any modification of the Content, or any portion thereof, or use of the Content for any other purpose constitutes an infringement of the College Board's copyrights and other proprietary rights. Use of the Content on any other website (including, without limitation, internal websites and social media sites) or other networked computer environment is prohibited without prior written permission from the College Board. **Customer agrees not to reproduce, duplicate, copy, sell, resell, or exploit for any commercial purposes any portion of the SpringBoard Program, use of the SpringBoard Program, or access to the SpringBoard Program.**

Customer agrees and acknowledges that Workshops and Products, including, but not limited to, training notes, and materials and booklets provided to participants, including all copies thereof, are the sole and exclusive property of the College Board. Copying, disseminating or posting any SpringBoard Program material on Customer's internal or any external website, including social media sites, or creating and sharing derivative works of the materials is a breach of Customer's agreement with the College Board and the College Board's intellectual property rights.

Customer may solely use the Products described herein for the professional development and coaching services provided by the College Board in connection with Workshop participants' knowledge and use of the SpringBoard Program.

Except for the license expressly granted herein, Customer shall have no rights to or other interests in SpringBoard Digital, materials or Content. The College Board reserves all rights not explicitly granted to Customer under this Schedule.

Customer agrees that it shall not post any SpringBoard Program material on Customer's internal or any external website, and shall advise all SpringBoard Program teachers and students that posting any such material, including answers to any questions on SpringBoard Digital or in SpringBoard student or teacher editions is a violation of the College Board's copyright. Customer agrees that it shall not offer for resale, and shall advise its teachers and administers not to offer

Force Majeure. Either party may be excused from performance of an obligation under this Agreement in the event that performance of that obligation by such party is prevented by an act of God, act of war, terrorism, riot, fire, explosion, flood or other circumstance that is beyond the control of, and could not reasonably be avoided by, such party.

Payment. This Agreement supersedes any conflicting terms and conditions contained in Customer's purchase order. Customer shall pay all shipping charges including any additional fees for expedited shipping requested by Customer. Customer may return or exchange, at Customer's expense, consumable editions which are in new condition and have not yet been used up to thirty (30) days after receipt. College Board will issue refunds within thirty (30) days upon receipt of the returned editions for accounts that have been paid.

Customer agrees to pay any applicable sales, use, value added or other taxes or import duties (other than the College Board's corporate income taxes) based on, or due as a result of, any fees paid to the College Board under this Schedule, unless Customer is exempt from such taxes as the result of Customer's corporate or government status. Customer shall furnish the College Board with a valid tax exemption certificate.

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CollegeBoard **SpringBoard**

2018-2019 California Materials Order Form

To place an order: Return signed order form with purchase order/check to:
FAX: 646-607-2881 OR EMAIL: SpringBoardOrders@collegeboard.org

Questions? Contact the SpringBoard Team 877-999-7723

Step 1. Enter Your Contact Information

School Name	San Ysidro Middle School
Contact for Materials	Maria Rodriguez
Contact Email Address:	mrodriguez@sysd.k12.ca.us
Contact Phone:	(619)428-4476 Ext.3299
IT Contact Name/Email:	Todd Lewis - todd.lewis@sysd.k12.ca.us

Step 2. Materials: Enter quantities and shipping location below

Shipping Information (required information) * Will receive tracking information via email

Location Type	School
Ship Location	San Ysidro School District - Warehouse
Address 1	4350 Otay Mesa Road
Address 2	
City	San Ysidro
State, Zip	CA, 92173

Ship To Contact	Araceli Sanchez
Phone	(619)428-4476 Ext. 3002
Email *	asanchez@sysd.k12.ca.us

Special Delivery Instructions:	

Math National Edition

PRINT EDITIONS	STUDENT EDITIONS				TEACHER EDITIONS			
Title	ISBN	Price	Quantity	Cost	ISBN	Price	Quantity	Cost
Course 1 - 2014©	978-1-4573-0148-3	$17.95		$ -	978-1-4573-0155-1	$91.00		$ -
Course 2 - 2014©	978-1-4573-0149-0	$17.95	450	$ 8,077.50	978-1-4573-0156-8	$91.00		$ -
Course 3 - 2014©	978-1-4573-0150-6	$17.95	370	$ 6,641.50	978-1-4573-0157-5	$91.00		$ -
Algebra 1 -2014©	978-1-4573-0151-3	$18.95		$ -	978-1-4573-0158-2	$94.00		$ -
Geometry - 2015©	978-1-4573-0152-0	$19.45		$ -	978-1-4573-0159-9	$98.00		$ -
Algebra 2 - 2015©	978-1-4573-0153-7	$19.45		$ -	978-1-4573-0160-5	$98.00		$ -
Integrated Math I 2017©	978-1-4573-0542-9	$18.95	40	$ 758.00	978-1-4573-0549-8	$94.00		$ -
Integrated Math II 2017©	978-1-4573-0543-6	$19.45		$ -	978-1-4573-0550-4	$98.00		$ -
Integrated Math III 2017©	978-1-4573-0544-3	$19.45		$ -	978-1-4573-0551-1	$98.00		$ -
Precalculus - 2015©	978-1-4573-0154-4	$19.45		$ -	978-1-4573-0161-2	$98.00		$ -

Strategy Posters	Price	Quantity	Cost
Math Strategy Poster Set (2 Posters)	$8.95		$ -

Math Total	$15,477.00

Step 3. Indicate Payment and Sign Order Form (ORDER WILL NOT BE PROCESSED WITHOUT A SIGNATURE BELOW)

Select Payment Type: PO # _____

I verify that the information and quantities indicated on this form are accurate and that I am authorized to approve this order on behalf of the district/schools indicated. I understand and accept the terms and conditions outlined in the "Policies" section of this form.

		X _____	
Print Name	**Title**	**Signature (REQUIRED)**	**Date**

Continue to Page 2 for ELA and ELD Materials

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CollegeBoard SpringBoard

2018-2019 California Materials Order Form

ELA California Edition & ELD

ELA ELD Bundles	*Bundle price includes 1 ELA and 1 ELD Student Edition* *Teacher Editions must be purchased separately*			
TITLE	ISBN	Price	Quantity	Cost
ELA/ELD Bundle - Grade 6©	2016CAELDGR6SE	$23.35		$ -
ELA/ELD Bundle - Grade 7©	2016CAELDGR7SE	$23.35		$ -
ELA/ELD Bundle - Grade 8©	2016CAELDGR8SE	$23.35		$ -
ELA/ELD Bundle - Grade 9©	2016CAELDGR9SE	$24.85		$ -
ELA/ELD Bundle - Grade 10©	2016CAELDGR10SE	$24.85		$ -
ELA/ELD Bundle - Grade 11©	2016CAELDGR11SE	$24.85		$ -
ELA/ELD Bundle - Grade 12©	2016CAELDGR12SE	$24.85		$ -



PRINT EDITIONS	STUDENT EDITIONS				TEACHER EDITIONS			
ELA California Edition	ISBN	Price	Quantity	Cost	ISBN	Price	Quantity	Cost
Grade 6 - 2017©	978-1-4573-0462-0	$19.25		$ -	978-1-4573-0469-9	$92.00		$ -
Grade 7 - 2017©	978-1-4573-0463-7	$19.25		$ -	978-1-4573-0470-5	$92.00		$ -
Grade 8 - 2017 ©	978-1-4573-0464-4	$19.25		$ -	978-1-4573-0471-2	$92.00		$ -
Grade 9 - 2017©	978-1-4573-0465-1	$19.95		$ -	978-1-4573-0472-9	$98.00		$ -
Grade 10 - 2017©	978-1-4573-0466-8	$19.95		$ -	978-1-4573-0473-6	$98.00		$ -
Grade 11 - 2017©	978-1-4573-0467-5	$19.95		$ -	978-1-4573-0474-3	$98.00		$ -
Senior English - 2017©	978-1-4573-0468-2	$19.95		$ -	978-1-4573-0475-0	$98.00		$ -

ELD©	ISBN	Price	Quantity	Cost	ISBN	Price	Quantity	Cost
ELD - Grade 6 2017©	978-1-4573-0476-7	$12.95		$ -	978-1-4573-0483-5	$92.00		$ -
ELD - Grade 7 2017©	978-1-4573-0477-4	$12.95		$ -	978-1-4573-0484-2	$92.00		$ -
ELD - Grade 8 2017©	978-1-4573-0478-1	$12.95		$ -	978-1-4573-0485-9	$92.00		$ -
ELD - Grade 9 2017©	978-1-4573-0479-8	$13.25		$ -	978-1-4573-0486-6	$98.00		$ -
ELD - Grade 10 2017©	978-1-4573-0480-4	$13.25		$ -	978-1-4573-0487-3	$98.00		$ -
ELD - Grade 11 2017©	978-1-4573-0481-1	$13.25		$ -	978-1-4573-0488-0	$98.00		$ -
ELD - Senior English 2017©	978-1-4573-0482-8	$13.25		$ -	978-1-4573-0489-7	$98.00		$ -

ELA/ELD Total	$0.00

Continue to Page 3 for Close Reading Workshop, Writing Workshop & ELA Posters

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CollegeBoard SpringBoard

2018-2019 California Materials Order Form

Close Reading Workshop, Writing Workshop & ELA Posters

ELA Close Reading Workshop / Writing Workshop Bundle	*Bundle price includes 1 CRW and 1 WW Student Edition Teacher Editions must be purchased separately*			
TITLE	ISBN	Price	Quantity	Cost
CRW/WW Bundle - Grade 6©	2016CACRWGR6SE	$12.95		$ -
CRW/WW Bundle - Grade 7©	2016CACRWGR7SE	$12.95		$ -
CRW/WW Bundle - Grade 8©	2016CACRWGR8SE	$12.95		$ -
CRW/WW Bundle - Grade 9©	2016CACRWGR9SE	$12.95		$ -
CRW/WW Bundle - Grade 10©	2016CACRWGR10SE	$12.95		$ -
CRW/WW Bundle - Grade 11©	2016CACRWGR11SE	$12.95		$ -
CRW/WW Bundle - Grade 12©	2016CACRWGR12SE	$12.95		$ -

PRINT EDITIONS	STUDENT EDITIONS				TEACHER EDITIONS			
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CRW - Grade 7 2017©	978-1-4573-0703-4	$8.99		$ -	978-1-4573-0710-2	$29.99		$ -
CRW - Grade 8 2017©	978-1-4573-0704-1	$8.99		$ -	978-1-4573-0711-9	$29.99		$ -
CRW - Grade 9 2017©	978-1-4573-0705-8	$8.99		$ -	978-1-4573-0712-6	$29.99		$ -
CRW - Grade 10 2017©	978-1-4573-0706-5	$8.99		$ -	978-1-4573-0713-3	$29.99		$ -
CRW - Grade 11 2017©	978-1-4573-0707-2	$8.99		$ -	978-1-4573-0714-0	$29.99		$ -
CRW - Grade 12 2017©	978-1-4573-0708-9	$8.99		$ -	978-1-4573-0715-7	$29.99		$ -

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WW - Grade 8 2017©	978-1-4573-0690-7	$9.99		$ -	978-1-4573-0697-6	$29.99		$ -
WW - Grade 9 2017©	978-1-4573-0691-4	$9.99		$ -	978-1-4573-0698-3	$29.99		$ -
WW - Grade 10 2017©	978-1-4573-0692-1	$9.99		$ -	978-1-4573-0699-0	$29.99		$ -
WW - Grade 11 2017©	978-1-4573-0693-8	$9.99		$ -	978-1-4573-0700-3	$29.99		$ -
WW - Grade 12 2017©	978-1-4573-0694-5	$9.99		$ -	978-1-4573-0701-0	$29.99		$ -

Strategy Posters	Price	Quantity	Cost
ELA Strategy Poster Set (3 Posters)	$12.95		$ -

ELA Total	$0.00
Math Total	$15,477.00
Shipping (10%)	$1,547.70
Overall Total	**$17,024.70**

Continue to Page 4 for Terms and Conditions

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CollegeBoard SpringBoard®

Below are the terms and conditions for your use of SpringBoard®.

By acquiring College Board's SpringBoard® program, you ("Customer" or "You") accept the terms of this Agreement. Should Customer fail to comply with these requirements, the College Board will terminate online access without liability. If Customer subscribes to SpringBoard pursuant to a separate written contract or order form with the College Board ("CRS Agreement"), the terms of the separate written CRS Agreement between the College Board and Customer for SpringBoard supersede the terms contained herein to the extent they conflict with any terms in this Agreement.

SpringBoard® Program Overview. The College Board's SpringBoard Program, a proprietary program that helps prepare 6th through 12th grade students to succeed at college-level work, includes student and teacher editions, a website license to SpringBoard Digital and professional development and coaching services, that feature rigorous standards, instructional resources, and formative assessments in mathematics and/or English language arts through a web-supported, integrated program (the "SpringBoard Program"). For more details on the SpringBoard Program, see: http://springboardprogram.collegeboard.org/.

License Grant. The following licenses are referred to herein collectively as the "Licenses".

Site License. The College Board hereby grants to Customer a limited, non-exclusive, non-transferable, non-assignable, revocable license during the Term of this Agreement to access and use the SpringBoard website ("SpringBoard Digital") and to allow each of the participating schools (the "Schools") to use SpringBoard Digital in accordance with the terms and conditions governing use of and access to SpringBoard Digital for teachers and for students located at Customer's URL to access SpringBoard Digital ("Site Terms and Conditions"), and to use all content available on SpringBoard Digital in print or otherwise provided to Customer, and the privacy policy for SpringBoard Digital also located at Customer's URL ("Privacy Policy"). Access to SpringBoard Digital is for the sole purpose of improving teaching and learning of students in the grades designated by Customer in mathematics and/or English language arts within the Schools. Unless Customer is ordering SpringBoard "Digital Only", College Board shall provide Customer with one consumable student edition for each license granted for students and one teacher edition for each teacher. College Board shall provide Customer with these consumable editions annually at the start of each school year.

Schools' Compliance with License Terms. Customer shall be responsible for the Schools' compliance with the terms of all Licenses.

Access to SpringBoard. Customer will access SpringBoard Digital via the College Board's website. Customer understands and agrees that there is a risk of interruption to websites. Additionally, the website may be suspended from time to time for administrative purposes, as necessary, including but not limited to, system maintenance. The College Board may change the technical functionality of the website at any time upon notice (where reasonable) to Customer to the extent necessary to address technical and other business needs of the College Board.

Content Revision. The College Board reserves the right to update the content of the SpringBoard Digital and Products, services and deliverables. If significant revisions are made to any Product, furnished under this Agreement then the Customer shall receive the most recent version of the Product. This shall only apply to future years from the revision date of the Product's furnished under this Agreement.

Restrictions on Use. Customer shall not: (a) sell, rent, lease, loan, sublicense, disseminate, assign, reverse engineer, attempt to derive the source code of, transfer or otherwise provide access to third parties, make the website available for use by third parties or use the website for the benefit of any third party; (b) copy, reproduce, modify, adapt, translate or create any derivative works from the website; (c) remove, alter, obscure or tamper with any trademark, copyright or other proprietary markings or notices affixed to or contained within the website; or (d) encourage or permit any user or other third party to engage in any of the foregoing. Customer shall be responsible for ensuring that all students and teachers comply with the terms of this Schedule. If Customer violates any of the provisions hereof, the College Board shall have the right to terminate your right to use of SpringBoard Digital, without waiver of any other remedy, whether legal or equitable.

Service Providers. The College Board maintains a relationship with and has agreements with certain vendors ("Service Provider(s)") for access to some of the services and tools offered through SpringBoard Digital. Customer acknowledges and agrees that the information that is uploaded to SpringBoard Digital will be accessible to the applicable Service Provider for the sole purpose of providing those services to Customer. Please be aware that any information supplied to Service Provider is subject to their security and privacy policies. The College Board encourages Customer to read the policies of Service Provider, because their privacy practices may differ from the College Board's practices.

Customer Obligations. Customer shall provide certain information on the participating students in the Schools for the SpringBoard Program ("Registration Information"). Unless the College Board otherwise directs, the Registration Information shall include each student's username, password, and first and last name. At no additional cost to Customer, Customer may use a third party to upload and manage the Registration Information for students participating in the SpringBoard Program. Such third parties, include, without limitation, Zink Reading Labs, Turnitin, Desmos and Clever. Customer may also choose to manually update the Registration Information directly on the SpringBoard Site.

Customer shall comply with the Family Educational Rights and Privacy Act, 20 U.S.C. s. 1232g, and its implementing regulations, 34 C.F.R. pt. 99 ("FERPA") in connection with the SpringBoard Program. Customer shall obtain any and all consents necessary for students to participate in the SpringBoard Program, and Customer shall include in its annual notification of rights under FERPA criteria that support the designation of the College Board and its employees as school officials with legitimate educational interests. Customer authorizes the College Board to use personally identifiable, non-directory information to conduct studies with the purpose of improving instruction for the SpringBoard Program in accordance with 34 C.F.R. 99.31(a)(6)(i).

Customer Representations Customer has designated as "directory information" for purposes of FERPA, a student's name, the most recent educational agency or institution attended, and the other items specifically identified as directory information in 34 C.F.R. 99.3. To the extent the Registration Information includes only such directory information, the College Board may redisclose the Registration Information in accordance with the Privacy Policy without the consent of the parent or student eighteen (18) years of age or older.

To the extent that the Registration Information or other personally identifiable information from education records of students disclosed by Customer to the College Board includes information other than directory information, for purposes of FERPA the College Board and its employees and independent contractors are "school officials" whom Customer has determined to have "legitimate educational interests", and Customer may disclose such non-directory information to the College Board consistent with FERPA and other applicable law and policy.

Customer has a policy on acceptable use of computer equipment and services by teachers, other staff, and students that is at least as rigorous as the Site Terms and Conditions. The Site Terms and Conditions are consistent with and sufficient under Customer's computer use and other relevant policies.

Customer has a policy on confidentiality of student records consistent with and sufficient under FERPA. The Privacy Policy is consistent with and sufficient under Customer's FERPA and other relevant policies.

Customer represents and warrants that it is empowered under applicable state laws to enter into and perform this Agreement and it has caused this Agreement to be duly authorized, executed and delivered.

You represent and warrant that you have obtained any consent that You require from, for example, Your management, superintendent, district, Your school and any third parties to the extent consent is necessary to authorize You to enter into this Agreement.

General Disclaimer. THE COLLEGE BOARD HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

Limitation of Liability. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE COLLEGE BOARD AND ITS' AFFILIATES FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE WORK PERFORMED BY THE COLLEGE BOARD PURSUANT TO THIS AGREEMENT FROM ANY CAUSE OR CAUSES, INCLUDED BUT NOT LIMITED TO THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR WARRANTY EXPRESS OR IMPLIED OF THE COLLEGE BOARD OR ITS' AFFILIATES, SHALL NOT EXCEED THE ACTUAL AMOUNT PAID TO THE COLLEGE BOARD UNDER THIS AGREEMENT FOR THE SPECIFIC DELIVERABLE SUBJECT TO THE DAMAGES CLAIM. IN NO EVENT WILL THE COLLEGE BOARD AND ITS AFFILIATES HAVE ANY LIABILITY TO PURCHASER IN CONNECTION WITH THIS AGREEMENT FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTIAL, SPECIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM OR THEORY OF LIABILITY. TO THE EXTENT ALLOWED BY LAW, PURCHASER WILL INDEMNIFY, DEFEND AND HOLD HARMLESS, THE COLLEGE BOARD AGAINST THIRD PARTY CLAIMS THAT ARISE AS A RESULT OF THE BREACH OF THIS AGREEMENT BY CUSTOMER

Ownership of Intellectual Property. Customer agrees and acknowledges that all intellectual property provided under or pertaining to this Agreement, including, but not limited to, any College Board publications, College Board website(s), CD-ROMS, videos, examinations and all items contained therein, including all copies thereof, all data and any parts thereof, all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights are the sole and exclusive property of the College Board. Nothing in this Agreement should be interpreted to indicate that the College Board is passing its proprietary rights in and to the College Board Intellectual Property to the Customer.

Confidentiality. All information exchanged hereunder to which either party shall have access in connection with this Agreement, including the terms of this Agreement, is confidential ("Confidential Information"), and except as otherwise expressly provided in this Agreement, neither party will authorize or permit the other party's Confidential Information to be conveyed or in any manner communicated to or made available to any third party or to be physically duplicated or reproduced or used by or for the benefit of any third party, in whole or in part; provided, however, that Confidential Information shall exclude any data or information that: (a) is publicly disclosed or expressly approved for public disclosure by the act of an authorized agent of either party; (b) becomes publicly known without breach of any confidentiality obligation; or (c) is required to be disclosed pursuant to any applicable law or regulation, government authority or duly authorized subpoena or court order, provided that the disclosing party in such event shall provide the other party with notice of such requirement as soon as practicable after such

Data Protection. The College Board shall take actions to ensure the security and confidentiality of Confidential Information. The College Board assures Customer that the College Board employs security controls designed to secure and protect personally identifiable information in a manner consistent with industry standards. The College Board shall maintain the Registration Information (defined in Section 3.1) that may be obtained pursuant to this Agreement in a secure computer environment and not copy, reproduce or transmit such data except as necessary to fulfill the purpose of the original request.

The College Board has security measures in place designed to help protect against loss, misuse and alteration of the data under the College Board's control. College Board shall develop, implement, maintain and use reasonably appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all stored, managed, retained,

Security Measures. To ensure the security and confidentiality of confidential records the College Board shall designate an employee responsible for the training and compliance of all College Board employees, agents, and assigns on compliance with security and confidentiality provisions detailed in this Agreement. The College Board warrants that the confidentiality requirements and security measures identified in the Agreement will be extended by contract to any and all subcontractors used by College Board, if any, to execute the terms of the Agreement. The College Board will use appropriate and reliable storage media, regularly backup student records and retain such backup copies for the duration of the Agreement and as defined by the College Board. The Customer acknowledges that College Board utilizes cloud hosting service providers throughout its infrastructure. The College Board warrants that all student records will be stored in the United States where technically feasible and reasonable as determined solely by College Board. Customer acknowledges that in some cases the College Board may not be able to restrict the location of data due to limitations within the cloud hosting service provider capabilities.

Notice. In the event of an unauthorized disclosure of student records the Customer and College Board agree to notify the other party, fully investigate the incident and fully cooperate with any investigation of the incident, implement remedial measures and respond in a timely manner. Such notification shall be promptly performed as information becomes available but not greater than 30 calendar days immediately upon becoming aware of: (1) a confirmed compromise of student records, or of (2) circumstances that could have reasonably resulted in an unauthorized access to or disclosure of student records. Both Customer and College Board acknowledge that in the event of an unauthorized disclosure computer forensics teams may require many days, weeks or even months to fully ascertain the details surrounding the disclosure which may delay prompt notification within the 30 calendar day requirement.

Where information is available, Customer shall notify the parent or adult student of: (1) the nature of the unauthorized use or disclosure (e.g., security breach, nonconsensual re-disclosure, etc.); (2) the specific student records that were used or disclosed without authorization where possible; (3) what College Board and Customer have done or will do to mitigate any effects of the unauthorized use or disclosure; and (4) what corrective action College Board and Customer have taken or will take to prevent future occurrences. Except as otherwise required by law, College Board will not provide notice of the incident directly to the parent or adult student whose student records were involved, regulatory agencies, or other entities, without prior written permission from Customer.

Use of Cookies. A cookie is a small text file placed on your computer's hard drive when you visit a website. The cookie gives you a unique, random ID, and this ID enables our website(s) to readily recognize each user on a subsequent visit to the site(s). For example, a cookie may indicate the preferences you selected on a prior visit. This facilitates more efficient browsing on subsequent visits, by using your preferences to customize the content and/or layout of our site(s). The College Board may use cookies in this fashion. Visitors are free to set their Web browsers to prevent the acceptance of cookies. However, subscribers of SpringBoard Digital must enable cookies to access certain areas. Be aware that the College Board website cookies do not contain personally identifiable information. Some Service Providers use cookies on College Board site(s). The College Board has no access to or control over these cookies. This privacy statement covers the use of cookies by the College Board website(s) only and does not cover the use of cookies by any third-party providers.

Proprietary Rights. The College Board and its Service Providers have expended substantial time, effort, and funds to create the website(s) and SpringBoard Digital. Customer acknowledges and agrees that the College Board or College Board affiliates exclusively own the copyright to (or have been granted licenses by third parties to use) all rights, title, and interest in SpringBoard Digital and the information, data, databases, images, sound recordings, audio and visual clips, and other content (collectively, "Content") provided by the website(s). Certain materials specifically designated as belonging to another party are not owned by the College Board. No copyrighted material or other Content may be performed, distributed, downloaded, uploaded, modified, reused, reproduced, reposted, retransmitted, disseminated, sold, published, broadcast or circulated or otherwise used in any way whatsoever except as expressly stated either in such materials or in this Schedule without express written permission of the College Board or permission of the copyright owner. Any modification of the Content, or any portion thereof, or use of the Content for any other purpose constitutes an infringement of the College Board's copyrights and other proprietary rights. Use of the Content on any other website (including, without limitation, internal websites and social media sites) or other networked computer environment is prohibited without prior written permission from the College Board. **Customer agrees not to reproduce, duplicate, copy, sell, resell, or exploit for any commercial purposes any portion of the SpringBoard Program, use of the SpringBoard Program, or access to the SpringBoard Program.**

Customer agrees and acknowledges that Workshops and Products, including, but not limited to, training notes, and materials and booklets provided to participants, including all copies thereof, are the sole and exclusive property of the College Board. Copying, disseminating or posting any SpringBoard Program material on Customer's internal or any external website, including social media sites, or creating and sharing derivative works of the materials is a breach of Customer's agreement with the College Board and the College Board's intellectual property rights. Customer may solely use the Products described herein for the professional development and coaching services provided by the College Board in connection with Workshop participants' knowledge and use of the SpringBoard Program.

Except for the license expressly granted herein, Customer shall have no rights to or other interests in SpringBoard Digital, materials or Content. The College Board reserves all rights not explicitly granted to Customer under this Schedule.

Customer agrees that it shall not post any SpringBoard Program material on Customer's internal or any external website, and shall advise all SpringBoard Program teachers and students that posting any such material, including answers to any questions on SpringBoard Digital or in SpringBoard student or teacher editions is a violation of the College Board's copyright. Customer agrees that it shall not offer for resale, and shall advise its teachers and administers not to offer

Force Majeure. Either party may be excused from performance of an obligation under this Agreement in the event that performance of that obligation by such party is prevented by an act of God, act of war, terrorism, riot, fire, explosion, flood or other circumstance that is beyond the control of, and could not reasonably be avoided by, such party.

Payment. This Agreement supersedes any conflicting terms and conditions contained in Customer's purchase order. Customer shall pay all shipping charges including any additional fees for expedited shipping requested by Customer. Customer may return or exchange, at Customer's expense, consumable editions which are in new condition and have not yet been used up to thirty (30) days after receipt. College Board will issue refunds within thirty (30) days upon receipt of the returned editions for accounts that have been paid.

Customer agrees to pay any applicable sales, use, value added or other taxes or import duties (other than the College Board's corporate income taxes) based on, or due as a result of, any fees paid to the College Board under this Schedule, unless Customer is exempt from such taxes as the result of Customer's corporate or government status. Customer shall furnish the College Board with a valid tax exemption certificate.

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CollegeBoard **SpringBoard**

2018-2019 California Materials Order Form

To place an order: Return signed order form with purchase order/check to:
FAX: 646-607-2881 OR EMAIL: SpringBoardOrders@collegeboard.org

Questions? Contact the SpringBoard Team 877-999-7723

Step 1. Enter Your Contact Information

School Name	Vista Del Mar Middle School
Contact for Materials	Nadia Aviles
Contact Email Address:	naviles@sysd.k12.ca.us
Contact Phone:	(619)428-4476 Ext. 3999
IT Contact Name/Email:	Todd Lewis - todd.lewis@sysd.k12.ca.us

Step 2. Materials: Enter quantities and shipping location below

Shipping Information (required information) * Will receive tracking information via email

Location Type	School
Ship Location	San Ysidro School District - Warehouse
Address 1	4350 Otay Mesa Road
Address 2	
City	San Ysidro
State, Zip	CA, 92173

Ship To Contact	Araceli Sanchez
Phone	(619)428-4476 Ext. 3002
Email *	asanchez@sysd.k12.ca.us

Special Delivery Instructions:	

Math National Edition

PRINT EDITIONS	STUDENT EDITIONS				TEACHER EDITIONS			
Title	ISBN	Price	Quantity	Cost	ISBN	Price	Quantity	Cost
Course 1 - 2014©	978-1-4573-0148-3	$17.95		$ -	978-1-4573-0155-1	$91.00		$ -
Course 2 - 2014©	978-1-4573-0149-0	$17.95	170	$ 3,051.50	978-1-4573-0156-8	$91.00		$ -
Course 3 - 2014©	978-1-4573-0150-6	$17.95	260	$ 4,667.00	978-1-4573-0157-5	$91.00		$ -
Algebra 1 -2014©	978-1-4573-0151-3	$18.95		$ -	978-1-4573-0158-2	$94.00		$ -
Geometry - 2015©	978-1-4573-0152-0	$19.45		$ -	978-1-4573-0159-9	$98.00		$ -
Algebra 2 - 2015©	978-1-4573-0153-7	$19.45		$ -	978-1-4573-0160-5	$98.00		$ -
Integrated Math I 2017©	978-1-4573-0542-9	$18.95	30	$ 568.50	978-1-4573-0549-8	$94.00		$ -
Integrated Math II 2017©	978-1-4573-0543-6	$19.45		$ -	978-1-4573-0550-4	$98.00		$ -
Integrated Math III 2017©	978-1-4573-0544-3	$19.45		$ -	978-1-4573-0551-1	$98.00		$ -
Precalculus - 2015©	978-1-4573-0154-4	$19.45		$ -	978-1-4573-0161-2	$98.00		$ -

Strategy Posters	Price	Quantity	Cost
Math Strategy Poster Set (2 Posters)	$8.95		$ -

Math Total	$8,287.00

Step 3. Indicate Payment and Sign Order Form (ORDER WILL NOT BE PROCESSED WITHOUT A SIGNATURE BELOW)

Select Payment Type:

PO # _____

I verify that the information and quantities indicated on this form are accurate and that I am authorized to approve this order on behalf of the district/schools indicated. I understand and accept the terms and conditions outlined in the "Policies" section of this form.

		X _____	
Print Name	**Title**	**Signature (REQUIRED)**	**Date**

Continue to Page 2 for ELA and ELD Materials

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CollegeBoard **SpringBoard**

2018-2019 California Materials Order Form

ELA California Edition & ELD

ELA ELD Bundles	*Bundle price includes 1 ELA and 1 ELD Student Edition* *Teacher Editions must be purchased separately*			
TITLE	**ISBN**	**Price**	**Quantity**	**Cost**
ELA/ELD Bundle - Grade 6©	2016CAELDGR6SE	$23.35		$ -
ELA/ELD Bundle - Grade 7©	2016CAELDGR7SE	$23.35		$ -
ELA/ELD Bundle - Grade 8©	2016CAELDGR8SE	$23.35		$ -
ELA/ELD Bundle - Grade 9©	2016CAELDGR9SE	$24.85		$ -
ELA/ELD Bundle - Grade 10©	2016CAELDGR10SE	$24.85		$ -
ELA/ELD Bundle - Grade 11©	2016CAELDGR11SE	$24.85		$ -
ELA/ELD Bundle - Grade 12©	2016CAELDGR12SE	$24.85		$ -

PRINT EDITIONS	STUDENT EDITIONS				TEACHER EDITIONS			
ELA California Edition	**ISBN**	**Price**	**Quantity**	**Cost**	**ISBN**	**Price**	**Quantity**	**Cost**
Grade 6 - 2017©	978-1-4573-0462-0	$19.25		$ -	978-1-4573-0469-9	$92.00		$ -
Grade 7 - 2017©	978-1-4573-0463-7	$19.25		$ -	978-1-4573-0470-5	$92.00		$ -
Grade 8 - 2017 ©	978-1-4573-0464-4	$19.25		$ -	978-1-4573-0471-2	$92.00		$ -
Grade 9 - 2017©	978-1-4573-0465-1	$19.95		$ -	978-1-4573-0472-9	$98.00		$ -
Grade 10 - 2017©	978-1-4573-0466-8	$19.95		$ -	978-1-4573-0473-6	$98.00		$ -
Grade 11 - 2017©	978-1-4573-0467-5	$19.95		$ -	978-1-4573-0474-3	$98.00		$ -
Senior English - 2017©	978-1-4573-0468-2	$19.95		$ -	978-1-4573-0475-0	$98.00		$ -

ELD©	ISBN	Price	Quantity	Cost	ISBN	Price	Quantity	Cost
ELD - Grade 6 2017©	978-1-4573-0476-7	$12.95		$ -	978-1-4573-0483-5	$92.00		$ -
ELD - Grade 7 2017©	978-1-4573-0477-4	$12.95		$ -	978-1-4573-0484-2	$92.00		$ -
ELD - Grade 8 2017©	978-1-4573-0478-1	$12.95		$ -	978-1-4573-0485-9	$92.00		$ -
ELD - Grade 9 2017©	978-1-4573-0479-8	$13.25		$ -	978-1-4573-0486-6	$98.00		$ -
ELD - Grade 10 2017©	978-1-4573-0480-4	$13.25		$ -	978-1-4573-0487-3	$98.00		$ -
ELD - Grade 11 2017©	978-1-4573-0481-1	$13.25		$ -	978-1-4573-0488-0	$98.00		$ -
ELD - Senior English 2017©	978-1-4573-0482-8	$13.25		$ -	978-1-4573-0489-7	$98.00		$ -

ELA/ELD Total	$0.00

Continue to Page 3 for Close Reading Workshop, Writing Workshop & ELA Posters

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CollegeBoard SpringBoard®

2018-2019 California Materials Order Form

Close Reading Workshop, Writing Workshop & ELA Posters

ELA Close Reading Workshop / Writing Workshop Bundle	*Bundle price includes 1 CRW and 1 WW Student Edition Teacher Editions must be purchased separately*			
TITLE	ISBN	Price	Quantity	Cost
CRW/WW Bundle - Grade 6©	2016CACRWGR6SE	$12.95		$ -
CRW/WW Bundle - Grade 7©	2016CACRWGR7SE	$12.95		$ -
CRW/WW Bundle - Grade 8©	2016CACRWGR8SE	$12.95		$ -
CRW/WW Bundle - Grade 9©	2016CACRWGR9SE	$12.95		$ -
CRW/WW Bundle - Grade 10©	2016CACRWGR10SE	$12.95		$ -
CRW/WW Bundle - Grade 11©	2016CACRWGR11SE	$12.95		$ -
CRW/WW Bundle - Grade 12©	2016CACRWGR12SE	$12.95		$ -



PRINT EDITIONS	STUDENT EDITIONS				TEACHER EDITIONS			
ELA Close Reading Workshop©	ISBN	Price	Quantity	Cost	ISBN	Price	Quantity	Cost
CRW - Grade 6 2017©	978-1-4573-0702-7	$8.99		$ -	978-1-4573-0709-6	$29.99		$ -
CRW - Grade 7 2017©	978-1-4573-0703-4	$8.99		$ -	978-1-4573-0710-2	$29.99		$ -
CRW - Grade 8 2017©	978-1-4573-0704-1	$8.99		$ -	978-1-4573-0711-9	$29.99		$ -
CRW - Grade 9 2017©	978-1-4573-0705-8	$8.99		$ -	978-1-4573-0712-6	$29.99		$ -
CRW - Grade 10 2017©	978-1-4573-0706-5	$8.99		$ -	978-1-4573-0713-3	$29.99		$ -
CRW - Grade 11 2017©	978-1-4573-0707-2	$8.99		$ -	978-1-4573-0714-0	$29.99		$ -
CRW - Grade 12 2017©	978-1-4573-0708-9	$8.99		$ -	978-1-4573-0715-7	$29.99		$ -

ELA Writing Workshop©	ISBN	Price	Quantity	Cost	ISBN	Price	Quantity	Cost
WW - Grade 6 2017©	978-1-4573-0688-4	$9.99		$ -	978-1-4573-0695-2	$29.99		$ -
WW - Grade 7 2017©	978-1-4573-0689-1	$9.99		$ -	978-1-4573-0696-9	$29.99		$ -
WW - Grade 8 2017©	978-1-4573-0690-7	$9.99		$ -	978-1-4573-0697-6	$29.99		$ -
WW - Grade 9 2017©	978-1-4573-0691-4	$9.99		$ -	978-1-4573-0698-3	$29.99		$ -
WW - Grade 10 2017©	978-1-4573-0692-1	$9.99		$ -	978-1-4573-0699-0	$29.99		$ -
WW - Grade 11 2017©	978-1-4573-0693-8	$9.99		$ -	978-1-4573-0700-3	$29.99		$ -
WW - Grade 12 2017©	978-1-4573-0694-5	$9.99		$ -	978-1-4573-0701-0	$29.99		$ -

Strategy Posters	Price	Quantity	Cost
ELA Strategy Poster Set (3 Posters)	$12.95		$ -

ELA Total	$0.00
Math Total	$8,287.00
Shipping (10%)	$828.70
Overall Total	**$9,115.70**

Continue to Page 4 for Terms and Conditions

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Schools' Compliance with License Terms. Customer shall be responsible for the Schools' compliance with the terms of all Licenses.

Access to SpringBoard. Customer will access SpringBoard Digital via the College Board's website. Customer understands and agrees that there is a risk of interruption to websites. Additionally, the website may be suspended from time to time for administrative purposes, as necessary, including but not limited to, system maintenance. The College Board may change the technical functionality of the website at any time upon notice (where reasonable) to Customer to the extent necessary to address technical and other business needs of the College Board.

Content Revision. The College Board reserves the right to update the content of the SpringBoard Digital and Products, services and deliverables. If significant revisions are made to any Product, furnished under this Agreement then the Customer shall receive the most recent version of the Product. This shall only apply to future years from the revision date of the Product's furnished under this Agreement.

Restrictions on Use. Customer shall not: (a) sell, rent, lease, loan, sublicense, disseminate, assign, reverse engineer, attempt to derive the source code of, transfer or otherwise provide access to third parties, make the website available for use by third parties or use the website for the benefit of any third party; (b) copy, reproduce, modify, adapt, translate or create any derivative works from the website; (c) remove, alter, obscure or tamper with any trademark, copyright or other proprietary markings or notices affixed to or contained within the website; or (d) encourage or permit any user or other third party to engage in any of the foregoing. Customer shall be responsible for ensuring that all students and teachers comply with the terms of this Schedule. If Customer violates any of the provisions hereof, the College Board shall have the right to terminate your right to use of SpringBoard Digital, without waiver of any other remedy, whether legal or equitable.

Service Providers. The College Board maintains a relationship with and has agreements with certain vendors ("Service Provider(s)") for access to some of the services and tools offered through SpringBoard Digital. Customer acknowledges and agrees that the information that is uploaded to SpringBoard Digital will be accessible to the applicable Service Provider for the sole purpose of providing those services to Customer. Please be aware that any information supplied to Service Provider is subject to their security and privacy policies. The College Board encourages Customer to read the policies of Service Provider, because their privacy practices may differ from the College Board's practices.

Customer Obligations. Customer shall provide certain information on the participating students in the Schools for the SpringBoard Program ("Registration Information"). Unless the College Board otherwise directs, the Registration Information shall include each student's username, password, and first and last name. At no additional cost to Customer, Customer may use a third party to upload and manage the Registration Information for students participating in the SpringBoard Program. Such third parties, include, without limitation, Zink Reading Labs, Turnitin, Desmos and Clever. Customer may also choose to manually update the Registration Information directly on the SpringBoard Site.

Customer shall comply with the Family Educational Rights and Privacy Act, 20 U.S.C. s. 1232g, and its implementing regulations, 34 C.F.R. pt. 99 ("FERPA") in connection with the SpringBoard Program. Customer shall obtain any and all consents necessary for students to participate in the SpringBoard Program, and Customer shall include in its annual notification of rights under FERPA criteria that support the designation of the College Board and its employees as school officials with legitimate educational interests. Customer authorizes the College Board to use personally identifiable, non-directory information to conduct studies with the purpose of improving instruction for the SpringBoard Program in accordance with 34 C.F.R. 99.31(a)(6)(i).

Customer Representations Customer has designated as "directory information" for purposes of FERPA, a student's name, the most recent educational agency or institution attended, and the other items specifically identified as directory information in 34 C.F.R. 99.3. To the extent the Registration Information includes only such directory information, the College Board may redisclose the Registration Information in accordance with the Privacy Policy without the consent of the parent or student eighteen (18) years of age or older.

To the extent that the Registration Information or other personally identifiable information from education records of students disclosed by Customer to the College Board includes information other than directory information, for purposes of FERPA the College Board and its employees and independent contractors are "school officials" whom Customer has determined to have "legitimate educational interests", and Customer may disclose such non-directory information to the College Board consistent with FERPA and other applicable law and policy.

Customer has a policy on acceptable use of computer equipment and services by teachers, other staff, and students that is at least as rigorous as the Site Terms and Conditions. The Site Terms and Conditions are consistent with and sufficient under Customer's computer use and other relevant policies.

Customer has a policy on confidentiality of student records consistent with and sufficient under FERPA. The Privacy Policy is consistent with and sufficient under Customer's FERPA and other relevant policies.

Customer represents and warrants that it is empowered under applicable state laws to enter into and perform this Agreement and it has caused this Agreement to be duly authorized, executed and delivered.

You represent and warrant that you have obtained any consent that You require from, for example, Your management, superintendent, district, Your school and any third parties to the extent consent is necessary to authorize You to enter into this Agreement.

General Disclaimer. THE COLLEGE BOARD HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

Limitation of Liability. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE COLLEGE BOARD AND ITS' AFFILIATES FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE WORK PERFORMED BY THE COLLEGE BOARD PURSUANT TO THIS AGREEMENT FROM ANY CAUSE OR CAUSES, INCLUDED BUT NOT LIMITED TO THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR WARRANTY EXPRESS OR IMPLIED OF THE COLLEGE BOARD OR ITS' AFFILIATES, SHALL NOT EXCEED THE ACTUAL AMOUNT PAID TO THE COLLEGE BOARD UNDER THIS AGREEMENT FOR THE SPECIFIC DELIVERABLE SUBJECT TO THE DAMAGES CLAIM. IN NO EVENT WILL THE COLLEGE BOARD AND ITS AFFILIATES HAVE ANY LIABILITY TO PURCHASER IN CONNECTION WITH THIS AGREEMENT FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTIAL, SPECIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM OR THEORY OF LIABILITY. TO THE EXTENT ALLOWED BY LAW, PURCHASER WILL INDEMNIFY, DEFEND AND HOLD HARMLESS, THE COLLEGE BOARD AGAINST THIRD PARTY CLAIMS THAT ARISE AS A RESULT OF THE BREACH OF THIS AGREEMENT BY CUSTOMER

Ownership of Intellectual Property. Customer agrees and acknowledges that all intellectual property provided under or pertaining to this Agreement, including, but not limited to, any College Board publications, College Board website(s), CD-ROMS, videos, examinations and all items contained therein, including all copies thereof, all data and any parts thereof, all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights are the sole and exclusive property of the College Board. Nothing in this Agreement should be interpreted to indicate that the College Board is passing its proprietary rights in and to the College Board Intellectual Property to the Customer.

Confidentiality. All information exchanged hereunder to which either party shall have access in connection with this Agreement, including the terms of this Agreement, is confidential ("Confidential Information"), and except as otherwise expressly provided in this Agreement, neither party will authorize or permit the other party's Confidential Information to be conveyed or in any manner communicated to or made available to any third party or to be physically duplicated or reproduced or used by or for the benefit of any third party, in whole or in part; provided, however, that Confidential Information shall exclude any data or information that: (a) is publicly disclosed or expressly approved for public disclosure by the act of an authorized agent of either party; (b) becomes publicly known without breach of any confidentiality obligation; or (c) is required to be disclosed pursuant to any applicable law or regulation, government authority or duly authorized subpoena or court order, provided that the disclosing party in such event shall provide the other party with notice of such requirement as soon as practicable after such

Data Protection. The College Board shall take actions to ensure the security and confidentiality of Confidential Information. The College Board assures Customer that the College Board employs security controls designed to secure and protect personally identifiable information in a manner consistent with industry standards. The College Board shall maintain the Registration Information (defined in Section 3.1) that may be obtained pursuant to this Agreement in a secure computer environment and not copy, reproduce or transmit such data except as necessary to fulfill the purpose of the original request.

The College Board has security measures in place designed to help protect against loss, misuse and alteration of the data under the College Board's control. College Board shall develop, implement, maintain and use reasonably appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all stored, managed, retained,

Security Measures. To ensure the security and confidentiality of confidential records the College Board shall designate an employee responsible for the training and compliance of all College Board employees, agents, and assigns on compliance with security and confidentiality provisions detailed in this Agreement. The College Board warrants that the confidentiality requirements and security measures identified in the Agreement will be extended by contract to any and all subcontractors used by College Board, if any, to execute the terms of the Agreement.

The College Board will use appropriate and reliable storage media, regularly backup student records and retain such backup copies for the duration of the Agreement and as defined by the College Board. The Customer acknowledges that College Board utilizes cloud hosting service providers throughout its infrastructure. The College Board warrants that all student records will be stored in the United States where technically feasible and reasonable as determined solely by College Board. Customer acknowledges that in some cases the College Board may not be able to restrict the location of data due to limitations within the cloud hosting service provider capabilities.

Notice. In the event of an unauthorized disclosure of student records the Customer and College Board agree to notify the other party, fully investigate the incident and fully cooperate with any investigation of the incident, implement remedial measures and respond in a timely manner. Such notification shall be promptly performed as information becomes available but not greater than 30 calendar days immediately upon becoming aware of: (1) a confirmed compromise of student records, or of (2) circumstances that could have reasonably resulted in an unauthorized access to or disclosure of student records. Both Customer and College Board acknowledge that in the event of an unauthorized disclosure computer forensics teams may require many days, weeks or even months to fully ascertain the details surrounding the disclosure which may delay prompt notification within the 30 calendar day requirement.

Where information is available, Customer shall notify the parent or adult student of: (1) the nature of the unauthorized use or disclosure (e.g., security breach, nonconsensual re-disclosure, etc.); (2) the specific student records that were used or disclosed without authorization where possible; (3) what College Board and Customer have done or will do to mitigate any effects of the unauthorized use or disclosure; and (4) what corrective action College Board and Customer have taken or will take to prevent future occurrences. Except as otherwise required by law, College Board will not provide notice of the incident directly to the parent or adult student whose student records were involved, regulatory agencies, or other entities, without prior written permission from Customer.

Use of Cookies. A cookie is a small text file placed on your computer's hard drive when you visit a website. The cookie gives you a unique, random ID, and this ID enables our website(s) to readily recognize each user on a subsequent visit to the site(s). For example, a cookie may indicate the preferences you selected on a prior visit. This facilitates more efficient browsing on subsequent visits, by using your preferences to customize the content and/or layout of our site(s). The College Board may use cookies in this fashion. Visitors are free to set their Web browsers to prevent the acceptance of cookies. However, subscribers of SpringBoard Digital must enable cookies to access certain areas. Be aware that the College Board website cookies do not contain personally identifiable information. Some Service Providers use cookies on College Board site(s). The College Board has no access to or control over these cookies. This privacy statement covers the use of cookies by the College Board website(s) only and does not cover the use of cookies by any third-party providers.

Proprietary Rights. The College Board and its Service Providers have expended substantial time, effort, and funds to create the website(s) and SpringBoard Digital. Customer acknowledges and agrees that the College Board or College Board affiliates exclusively own the copyright to (or have been granted licenses by third parties to use) all rights, title, and interest in SpringBoard Digital and the information, data, databases, images, sound recordings, audio and visual clips, and other content (collectively, "Content") provided by the website(s). Certain materials specifically designated as belonging to another party are not owned by the College Board. No copyrighted material or other Content may be performed, distributed, downloaded, uploaded, modified, reused, reproduced, reposted, retransmitted, disseminated, sold, published, broadcast or circulated or otherwise used in any way whatsoever except as expressly stated either in such materials or in this Schedule without express written permission of the College Board or permission of the copyright owner. Any modification of the Content, or any portion thereof, or use of the Content for any other purpose constitutes an infringement of the College Board's copyrights and other proprietary rights. Use of the Content on any other website (including, without limitation, internal websites and social media sites) or other networked computer environment is prohibited without prior written permission from the College Board. **Customer agrees not to reproduce, duplicate, copy, sell, resell, or exploit for any commercial purposes any portion of the SpringBoard Program, use of the SpringBoard Program, or access to the SpringBoard Program.**

Customer agrees and acknowledges that Workshops and Products, including, but not limited to, training notes, and materials and booklets provided to participants, including all copies thereof, are the sole and exclusive property of the College Board. Copying, disseminating or posting any SpringBoard Program material on Customer's internal or any external website, including social media sites, or creating and sharing derivative works of the materials is a breach of Customer's agreement with the College Board and the College Board's intellectual property rights. Customer may solely use the Products described herein for the professional development and coaching services provided by the College Board in connection with Workshop participants' knowledge and use of the SpringBoard Program.

Except for the license expressly granted herein, Customer shall have no rights to or other interests in SpringBoard Digital, materials or Content. The College Board reserves all rights not explicitly granted to Customer under this Schedule.

Customer agrees that it shall not post any SpringBoard Program material on Customer's internal or any external website, and shall advise all SpringBoard Program teachers and students that posting any such material, including answers to any questions on SpringBoard Digital or in SpringBoard student or teacher editions is a violation of the College Board's copyright. Customer agrees that it shall not offer for resale, and shall advise its teachers and administers not to offer

Force Majeure. Either party may be excused from performance of an obligation under this Agreement in the event that performance of that obligation by such party is prevented by an act of God, act of war, terrorism, riot, fire, explosion, flood or other circumstance that is beyond the control of, and could not reasonably be avoided by, such party.

Payment. This Agreement supersedes any conflicting terms and conditions contained in Customer's purchase order. Customer shall pay all shipping charges including any additional fees for expedited shipping requested by Customer. Customer may return or exchange, at Customer's expense, consumable editions which are in new condition and have not yet been used up to thirty (30) days after receipt. College Board will issue refunds within thirty (30) days upon receipt of the returned editions for accounts that have been paid.

Customer agrees to pay any applicable sales, use, value added or other taxes or import duties (other than the College Board's corporate income taxes) based on, or due as a result of, any fees paid to the College Board under this Schedule, unless Customer is exempt from such taxes as the result of Customer's corporate or government status. Customer shall furnish the College Board with a valid tax exemption certificate.

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SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board
BOARD MEETING DATE: July 12, 2018

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

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

INITIAL: GAP
☐ Informational
☒ Action

AGENDA ITEM: FOURTH PROJECT AGREEMENT WITH K-12 PUBLIC SCHOOLS AND COMMUNITY COLLEGES FACILITY AUTHORITY (FACJPA) – CAPITAL FACILITY PROGRAM SUPPORT AND PROJECT DELIVERY

BACKGROUND INFORMATION:
The K-12 Public Schools and Community Colleges Facility Authority (FACJPA) is established to assist smaller school districts that lack the internal capacity to manage large construction projects. The District does not have the personnel and the expertise to address facility planning needs. On March 8, 2018, the Governing Board approved a Facility Services Consulting Agreement with the FACJPA to assist with the portable classroom projects at Ocean View Hills and Vista Del Mar Schools.

The District now wishes to enter into another Project Agreement for the following purposes: facilities support with current open DSA projects; facility procurement process improvement work, including incorporation of recommendations by FCMAT in upcoming audit results; review and update Civic Center facility use fees to CDE standards; review and improve facility record retention, investigate facility needs and develop a plan to address existing conditions and upcoming needs and growth in the form of a Facility Master Plan. Services to address these needs would be provided by the FACJPA's School Facility Planner on a part-time basis for a term of six (6) months at a rate of $110/hour not to exceed $70,000.00. Modifications which would exceed this value shall require a written Board approved amendment.

RECOMMENDATION:
Approve the Fifth Project Agreement with K-12 Public Schools and Community Colleges Facility Authority to provide Capital Facility support and project delivery in an amount up to $70,000.00 from the General fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

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

$70,000.00	Unrestricted General Fund	01-0000-0000-8100-5800010-069
(Amount)	(Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

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

FIFTH PROJECT AGREEMENT BETWEEN SAN YSIDRO SCHOOL DISTRICT (SYSD) AND THE K-12 PUBLIC SCHOOLS AND COMMUNITY COLLEGES FACILITY AUTHORITY FOR CAPITAL FACILITY PROGRAM SUPPORT AND PROJECT DELIVERY

This FIFTH Project Agreement ("FIFTH Project Agreement") by and between the K-12 PUBLIC SCHOOLS AND COMMUNITY COLLEGES FACILITY AUTHORITY ("AUTHORITY"), AND SAN YSIDRO SCHOOL DISTRICT, a public school district organized and existing under the laws of the State of California ("SYSD " or "District") is made on the day the final signature is applied hereto. AUTHORITY and SYSD are sometimes individually referred to as "Party" and collectively as "Parties."

RECITALS

WHEREAS, pursuant to Government Code section 6501, et seq., two or more public agencies, by agreement, may form a joint powers authority; and

WHEREAS, SYSD became a member of the K-12 Public Schools and Community Colleges Facility Joint Powers Authority upon approval of the agreement between AUTHORITY and SYSD (as one of several other entities) by SYSD 's governing board ("Board") in December, 2012, ("AUTHORITY Agreement"); and

WHEREAS, the AUTHORITY provides facilities planning, construction and maintenance services to its members through its sole Agent, the San Diego County Superintendent of School (SDCSS), as represented by the Educational Facility Solutions Group (EFSG); and

WHEREAS, SYSD desires to contract with AUTHORITY for services to provide facility planning support, support for open projects and projects pending DSA closeout, as well as research, advice, and recommendations on systems, processes and procedures in support of SYSD's capital facility program, ("Project");

WHEREAS, this Agreement authorizes SDCSS to begin working with SYSD, to provide qualified staff to address specific tasks identified during a maximum six (6) month period; and,

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby enter into this FIFTH Project Agreement and agree as follows:

A. The Parties acknowledge that this FIFTH Project Agreement sets forth the terms of the management and facilitation work to be completed during the term of this Agreement. The Parties acknowledge that the District hereby exercises its discretion to retain the Authority for performing these facilities-related services.

B. **Project Description**. The Project is described as facility planning support, support for open projects and projects pending DSA closeout, as well as research, advice, and recommendations on systems, processes and procedures in support of SYSD's capital facility program.

C. **Scope of Work.**

1. **Summary**. Under the terms of this Project Agreement, SDCSS shall provide facility planning support, support for open projects and projects pending DSA closeout, as well as research, advice, and recommendations on systems, processes and procedures in support of SYSD's capital facility program. It is intended that Joanne Branch, Facilities Planning Coordinator, will be tasked to manage the accomplishment of these tasks as an assigned consultant. It is expected that a majority of this consultant's time will be spent working at the DISTRICT and with DISTRICT staff to successfully complete the work identified herein.

2. **Work**. Work may be directly accomplished by the consultant, or may be outsourced by SDCSS on behalf of the DISTRICT with prior DISTRICT approval and managed by the consultant. Each service shall be analyzed in detail and an approach to the work proposed and negotiated.

3. **Services.** The DISTRICT has identified the following services as the initial scope of work under this Agreement as representative of the types of services being requested. It is understood that with authorization for part time support from a single person, the amount of time and effort on any given Task, along with the required deliverables will be balanced against what SYSD identifies as their highest and most immediate priorities. The goals, objectives, tasks and timelines in support of these services will be mutually identified and agreed to via a signed "Tasks, Timeline and Deliverables", (TT&D) document within 30 days of final signature hereto. Additional services may be added at the discretion of the DISTRICT and AUTHORITY, and any changes will be integrated into the approved TT&D.

a) **Facility Planning Support – Open Projects**
The goal is to identify current issues and concerns related to SYSD's open DSA projects and bring them to resolution. Work will include, but not be limited to: preparation of a written analysis and recommendation to complete outstanding work and close with DSA, assistance with managing the current service providers under contract with SYSD, research of existing documents and conditions, interviews with service providers, collaboration with DSA and legal counsel as

requested. Support for State Funding processes. Time is of the essence because some outstanding issues require physical repairs prior to school start, Fall 2018. This service is expected to be performed by the consultant without outsourcing. See also "Optional Services" below.

b) **Facility Planning Support – Process Improvement**
The goal is to organize, plan, and prepare for creating the DISTRICT's capital facility program. Support includes the following types of work: Identification of policies, systems and procedures needing modification, drafting modifications for consideration, flowcharting existing processes, verifying appropriate redundancies, and streamlining where appropriate, and providing training of personnel to facilitate compliance enabling SYSD to pass both fiscal and process audits of capital facility expenditures. This service is expected to be performed primarily by the consultant with little or no outsourcing. Should a software system be recommended, a separate board action and Project Agreement would be required.

c) **Civic Center Use Update**
The goal is to update the fees, processes and procedures used in support of Civic Center Use of SYSD facilities in accordance with the intent of the California Department of Education and the revised approach to Civic Center Use fees issued in 2014. This service is expected to be performed by the consultant without outsourcing. Should a software system be recommended, a separate board action would be required.

d) **Record Retention and Retrieval**
The goal is to assess existing record retention processes and procedures as they relate to the SYSD facilities and to recommend updates to streamline time required for retrieval, particularly for Public Information Requests, ensure secure backup of critical records, and validate that the system(s) in place are cost effective, or recommend change. If change recommended and directed by SYSD, consultant shall plan for and assist with the implementation of required changes. This service is expected to be performed by the consultant without outsourcing, in close collaboration with SYSD Technology Department.

e) **Capital Facility Plan and Detailed Schedule of Projects**
The goal is to develop the scope and services needed for the creation of a Long Range Facility Master Plan, which will be a comprehensive district-wide plan, managed against available funding sources, that will guide and direct the DISTRICT as it makes decisions during the next 3 to 5 years and communicates to its constituents. Once this task is scoped, a Project Agreement Amendment will be submitted to the Board for consideration.

4. **Facility Support.** SDCSS shall provide DISTRICT with facility support services while engaged under this Agreement. These services may include but not be limited to:
   - Facilitate and support the SYSD's hiring, and management consultants or vendors required to deliver work identified as required and as authorized by the DISTRICT;

- Counsel DISTRICT staff as needed in support of the implementation of the Capital Facility Program;
- Educate, or recommend education and training for staff as needed in support of updates to policies, procedures, best practices, and systems;
- Support for any facility related discussion, procurement, or other capital facility matter as a subject matter expert.

D. Optional Services

1. **Full Service Project Delivery.** The SDCSS, EFSG offers full service project delivery. Services can be delivered via the AUTHORITY's approved CUPCAA program, by Purchase Order, or by Design/Build as appropriate to the work identified. Should a scope of work be identified under this Agreement, the AUTHORITY, as an extension of the District's powers, will offer to deliver the work, complete if desired by SYSD. A service delivered in this manner will have its own, separate, Project Agreement.

2. **Professional Services Procurement.** The SDCSS, EFSG offers to procure and manage professional service consultants based on the AUTHORITY's existing, recent, publically advertised, pre-qualified consultant lists. Services provided would comply with all applicable laws, including the Education Code and Public Contract Code. Selected consultants are subject to the approval of the DISTRICT. A service delivered in this manner will have its own, separate, Project Agreement.

3. **Project Accounting Software Utilization**. The SDCSS, EFSG is an authorized reseller of Colbi Account-Ability Software. This software was determined to be sole source and is used by the FACJPA to manage all construction projects. Should DISTRICT request, AUTHORITY will offer to use this software on the DISTRICT's behalf to analyze projects, and produce reports. DISTRICT would have view only rights to the data. This will be offered as a service for up to two (2) years at a one-time cost of $600 per million of dollars entered as committed or paid. Use of this software for Bond Program/Future Work planning is at no cost. The intent is to provide services while allowing DISTRICT time to determine what software best meets their needs. Should DISTRICT select Colbi Account-Ability as their software of choice, the database will be activated, handed over to the DISTRICT, and a separate Project Agreement entered for standard terms, conditions and cost of software. The cost to enter data into the software will be covered by other line items herein.

E. Representative.

1. The AUTHORITY's administrator for the Agreement is its sole AGENT, the San Diego County Superintendent of Schools. The AGENT hereby designates Joanne Branch to act as its Program Manager and representative for the performance of this Agreement ("Agency's Representative"). The Agency's Representative shall supervise and direct all work on the Project, using their best skill and knowledge, and shall be responsible

for all means, methods, techniques, sequences and procedures for the satisfactory coordination of all portions of the work pursuant to this Agreement as allowed by the DISTRICT.

2. **Deliverables and Ownership**. Deliverables will be determined on a service by service basis according to the needs of each service. All work products developed by SDCSS in the performance of this contract shall be and remain the property of the DISTRICT in the format of their original inception. SDCSS reserves the right to re-use the forms, non-proprietary content, and structures of the work products provided by consultant.

F. **Schedule.** The schedule for the services will be determined mutually in writing prior to starting the service and updated on a reasonable basis during the performance of the service.

G. **Term of Contract.** This Project Agreement shall begin immediately upon final signature hereto and expire six (6) months from date of final signature unless Agreement amended in writing.

H. **Termination.** Either party may terminate this Agreement by giving 60-day written notice to the other party with or without cause.

I. **Budget and Fees.**

Service	Budget and Fee
1. The following services are recommended to be accomplished by acquiring a **part time school facility expert for FY 18/19**: a.) Facility Planning Support – Open Projects b.) Facility Planning Support – Process Improvement c.) Civic Center Use Update d.) Record Retention and Retrieval e.) Scope to prepare a Capital Facilities Plan	AUTHORITY SDCSS EFSG Fees for this service shall not exceed **$70,000**, based on the assumption that approximately 40%, (est. 2 days/week), of a single full time person's effort will be used to manage the work identified. Services will be invoiced based on hourly, daily, or monthly rate as directed. Hourly rate is $110/hour. This amount shall not be exceeded without written amendment to this Project Agreement.

Total maximum value of this Project Agreement is **$70,000**.

J. **Billing**.

1. Payments other than Full Service Project Delivery are due within 30 days of receipt of acceptable service or an acceptable invoice from AUTHORITY, whichever is later.

Such invoice shall describe in detail the services provided and itemize costs for such services in an accurate and organized manner.

2. Additional or Optional services may be arranged on a time and material or fixed fee basis. Any additional services must be authorized in advance by DISTRICT by written amendment to this Project Agreement or by a separate Project Agreement.

K. District Responsibilities.

1. DISTRICT will provide a consistent point of contact for direction, who shall be Dr. Gina Potter, Superintendent. This contact can be adjusted with written notification.

2. DISTRICT will provide reasonable access to sites, personnel, data, and information as may be needed in support of the specific task.

3. DISTRICT will provide an appropriately furnished work space with computer, printer, power and internet access dedicated to AUTHORITY for the duration of the term of this Agreement.

L. Miscellaneous.

1. Any procurement of services, software, or professional services are at the sole option of the DISTRICT. Procurement and award of contract for any given procurement may be made by the DISTRICT or by SDCSS as Agent of the FACJPA, at the direction of the DISTRICT as may be determined during the progress of this Agreement.
2. This FIFTH Project Agreement shall only be effective upon execution by both the AUTHORITY and SYSD.

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

4. If any provision of this FIFTH Project Agreement is held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this FIFTH Project Agreement unless elimination of such provision materially alters the rights and obligations set forth herein.

5. Each Party declares that prior to the execution of this FIFTH Project Agreement, it has had an opportunity to review and understand the contents, rights and responsibilities herein. The Parties have further had the opportunity to seek independent legal advice regarding this FIFTH Project Agreement.

6. Each party agrees to indemnify and hold harmless the other parties, their directors, officers, agents and employees from any and all claims, demands, and other liability

including costs and attorney's fees, resulting from or arising out of its performance and/or non-performance under this FIFTH Project Agreement: performance and/or non-performance of its duties and responsibilities with respect to this Agreement: and any other negligent or willful act or omission of its directors, officers, agents, consultants or employees.

7. For the term of this FIFTH Project Agreement, Authority shall name DISTRICT as additionally insured under its program of liability insurance. A Certificate of Insurance shall be issued as evidence of such a program of insurance by SDCCS to District with minimum limits of $2,000,000 per occurrence and a $4,000,000 general aggregate. Authority shall furnish District with, and shall maintain on file with District during the term of the FIFTH Project Agreement valid and up-to-date, original certificates of insurance and endorsements effecting coverage on forms satisfactory to District.

8. District shall carry general liability insurance and or self-insurance covering District employees during the term of the FIFTH Project Agreement with Authority, with limits if $2,000,000.00 per occurrence with a $4,000,000 general aggregate evidenced by a certificate of insurance. This document shall be delivered to AUTHORITY prior to the commencement of the FIFTH Project Agreement.

IN WITNESS WHEREOF, EACH PARTY HAS EXECUTED THIS FIFTH PROJECT AGREEMENT ON THE DATE ADJACENT TO THE SIGNATURE OF ITS REPRESENTATIVE.

DATE: _____	DATE: _____
SCHOOL DISTRICT: SAN YSIDRO SCHOOL DISTRICT	AUTHORITY FACJPA AGENCY: SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS
BY: _____ (Signature)	BY: _____ (Signature)
Gina A. Potter Ed.D. Superintendent 4350 Otay Mesa Road San Ysidro, CA 92173	Michael Simonson Assistant Superintendent of Business Services Division 6401 Linda Vista Rd., Rm 506 San Diego, CA 92111
Board Approved: _____	

SAN DIEGO COUNTY OFFICE OF EDUCATION

EDUCATIONAL FACILITY
SOLUTIONS GROUP

JOANNE BRANCH

SCHOOL FACILITY PLANNING COORDINATOR

KEY QUALIFICATIONS:

- ✓ Design/Build Delivery – At Risk
- ✓ Project Manager/Owner's Rep.
- ✓ K-12 only since 1983
- ✓ Account-Ability Authorized Trainer
- ✓ Contract Specialist – All procurement methods

EDUCATION:

Bachelor of Science
Business Administration & Management
University of Redlands – Redlands, CA

REGISTRATIONS & CERTIFICATIONS:

Certificate of Completion
CASH School Facilities Leadership Academy

Certification of Achievement
Construction Management
Mesa College, CA

Certified Trainer – Account Ability
Colbi Technologies, Inc.

PROFESSIONAL EXPERIENCE

School Facility Planning Coordinator ***2003 - Present***
SAN DIEGO COUNTY OFFICE OF EDUCATION

Provide school planning and construction services to school districts in San Diego County, including project planning, scoping, design guides, long-range planning, lease-leaseback and design/build procurements, as well as extensive contracting and contract administration.

Deliver construction to K-14 school districts in San Diego county.

Capital program contract officer and procurement specialist, and construction management experience including consultant procurement processes, contracting and management, and construction procurement and management using hard bid, job order contracting, lease/leaseback, and design/build, as well as other procurement methods allowed by code for specialties such as technology and furniture and equipment.

School Facility Planner/Project Manager/Supervising Contract Specialist 1983 - 2003
SAN DIEGO UNIFIED SCHOOL DISTRICT

Provide progressively complex support for 2 major bond measures, including planning, resource leveling, contract administration and management, payment and procurement management, project management, capacity analysis and many diverse RFQ/P solicitations for various services including construction, design, program management, and complex systems such as automated document controls and work order systems.

SAMPLE PROJECT EXPERIENCE

- ✓ FACJPA Design Build delivery of over $8M of 12 miscellaneous projects for two school districts at over 8 sites over 2 summers
- ✓ FACJPA Lemon Grove MS Modernization and 14,000 s.f. Joint-Use Library and school administration addition - $9.5M. School opened on time in September. At risk, on time and on budget performance.
- ✓ Lakeside Union School District Bond Manager. Implemented and manages Bond Oversight Committee. Responsible for financial reports, board presentations, audit responses, and project management of over $20M in new construction and modernization work.
- ✓ Provided program analysis, prioritization, scheduling, resource loading and leveling, fiscal analysis and tracking using MS Project, Excel and ultimately Primavera P3, and Expedition software over a period of 17 years and supported the completion of $2 billion in construction.
- ✓ Provided project management on a variety of projects; including modernizations, demolitions, library remodels, and shade shelters. Specialized in computerization of bond program administration, contracting for and managing professional services.
- ✓ Administered millions in annual bidding, and facilitating many procurement processes; including 2 new schools using design/build., district standards updates, post occupancy evaluations, and design and construction management of various projects.
- ✓ Process mapping and analysis, improving and shortening contract processing and payment timelines for 3 districts.
- ✓ Provided community relations outreach coordination to encourage small, disabled veteran and women owned business participation in bond work.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board
BOARD MEETING DATE: July 12, 2018

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

FROM:
Business Services
Peter Wong, Interim Chief Business Official
Kamran Azimzadeh, Interim Chief Business Official

INITIAL: PW

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH SILVER CREEK INDUSTRIES – CHANGE ORDER NO. 1

BACKGROUND INFORMATION:
Due to the new residential development taking place in the Ocean View community, the student population at Ocean View Hills (OVH) and Vista Del Mar (VDM) Schools is expected to increase above their housing capacity next year. On February 8, 2018, the Governing Board approved the agreement with Silver Creek Industries to purchase two portable buildings via the Chula Vista Unified School District "piggyback" agreement public bid contract #14/15-3.

Additional components have been identified on both architectural plans for VDM and OVH. The funds associated with this change order will be paid from the allowance that is already included in the project budget:

Ocean View Hills
- Furnish and install additional data and electrical outlets per architects electrical plan.
- Cost to provide STC Rating throughout the building.

Total: $6,840.84

Vista Del Mar
- Deletion of Canopies
- Furnish and install additional data and outlets per architects electrical plan.
- Cost to furnish and install HVAC barriers on 2 units.

Credit Balance: -$3,084.34

RECOMMENDATION:
Approve Change Order No. 1 with Silver Creek Industries for the portable buildings project at Ocean View Hills and Vista Del Mar Schools as indicated above.

LCAP GOAL AND ACTION/SERVICE (please indicate):
Goal #2, Safety, Climate and Student Engagement

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

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

$3,756.50	Capital Facilities Fund	--
(Amount)	(Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

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

Silver Creek Industries Inc.

Owner Credit Change Order # 1
JOB # 11087 OCEAN VIEW

Owner Change Order [x] In House Change Order [ ]

Date: 5/31/2018
Project Name: Ocean View
Owner: San Ysidro SD

Silver Creek Industries Inc. proposes to furnish all material and labor to perform the following at the above stated site for the Sum of:

Description Of Work: Furnish and Install additional data and electrical outlets per architects electrical plan.
Cost to provide STC Rating throughout the building

Total of all Sub Contractors work:		$	-
General Contractor Markup:	5%	$	-
Sub Total			$ -
Total Work by General		$	5,685.00
General Contractor Markup:	15%	$	852.75
Sub Total:		$	6,537.75
Sales Tax (60% exclusion)	9.00%	$	235.36
Sub Total		$	6,773.11
Bonds not to exceed	1%	$	67.73
Grand Total:		$	6,840.84

This Change Order will Require _____ Additional Days to complete this project and are included in this COR

Submitted By: Sandra Adame Date: 5/31/2018
Project Mgmt
Title

Approved By: _____ Date: _____

Title

Line #	Description	Quantity	Unit Cost	Total
153	Additional Duplex Recepts	34 ea	$ 198.93	$ 6,763.62
	District Discount			$ (4,163.00)
166	Additonal Data Outlets	20 ea	$ 108.89	$ 2,177.80
	District Discount			$ (1,100.00)
27	STC Rating	120 lf	$ 335.00	$ 40,200.00
	District Discount			$ (38,193.42)

Sub-Total		$ 5,685.00
Bonds	0%	$ -
Grand Total		$ 5,685.00

Silver Creek Industries Inc.

Owner Credit Change Order # 1
JOB # 11088 Vista Del Mar

Owner Change Order [x] In House Change Order [ ]

Date: 5/31/2018
Project Name: Vista Del Mar
Owner: San Ysidro SD

Silver Creek Industries Inc. proposes to furnish all material and labor to perform the following at the above stated site for the Sum of: $ 2,547.66

Description Of Work:

Furnish and Install additional data and outlets per architects electrical plan.

Cost to furnish and install HVAC barriers on 2 Units

Deletion of Canopies

Total of all Sub Contractors work:		$	-
General Contractor Markup:	5%	$	-
Sub Total			$ -
Total Work by General		$	2,117.20
General Contractor Markup:	15%	$	317.58
Sub Total:		$	2,434.78
Sales Tax (60% exclusion)	9.00%	$	87.65
Sub Total		$	2,522.43
Bonds not to exceed	1%	$	25.22
Grand Total:		$	2,547.66
Total Credit for Canopies		$	(5,632.00)
Remaining Credit		**$**	**(3,084.34)**

This Change Order will Require 2 Additional Days to complete this project and are included in this COR

Submitted By: Sandra Adame Date: 5/31/2018
Project Mgmt
Title

Approved By: _____ Date: _____

_____
Title

PB Line Item	Description			Total	Add Days
229	HVAC Barriers Two Units	2	$ 922.00	$ 1,844.00	
163	Data Outlets	8	$ 108.89	$ 871.92	
	District Discount			$ (598.72)	
				$ 2,117.20	
331	Deletion of Canopies	32 sf	$ 176.00	$ (5,632.00)	

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