

San Ysidro School District Governing Board

AGENDA

Thursday
February 28, 2019
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
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: February 28, 2019

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

FROM:
Educational Services
Manuela Colom, Executive Director

INITIAL: CEC
 Informational
 Action

AGENDA ITEM: SPRING REVISIONS TO THE SINGLE PLANS FOR STUDENT ACHIEVEMENT (SPSA)

BACKGROUND INFORMATION:

The Single Plan for Student Achievement (SPSA) is a plan of action to improve academic performance by coordinating all educational services and resources. The California Department of Education (CDE) website explains the legal specifics and purpose of the SPSA as follows:

EC Section 64001 specifies that schools and districts that receive state and federal or other applicable funding through the district's Consolidated Application (ConApp) process prepare a SPSA for any recipient school. The SPSA is a blueprint to improve the academic performance of all students.

The purpose of the SPSA is to coordinate all educational services at the school. The SPSA shall, at a minimum, address how funds provided to the school through any of the sources identified in EC Section 64000 will be used to improve the academic performance of all pupils. School goals shall be based upon an analysis of verifiable state data. The SPSA must integrate the purposes and requirements of all state and federal categorical programs in which the school participates. The SPSA serves as the organizer for an individual school's improvement process. The plan should be developed with a deep understanding of root causes of student academic challenges and identify and implement research-based instructional strategies to raise the achievement of students who are not yet proficient by state standards. A well-developed SPSA can ensure that students are better equipped to meet the Common Core State Standards in English and math.

Each school's SPSA has been reviewed and approved by their School Site Councils as required.
- SPSA reports under separate cover -

RECOMMENDATION:

Approve the spring revisions for the 2018-2019 Single Plans for Student Achievement (SPSA) for La Mirada, Smythe, Sunset, Willow, Ocean View Hills, Vista Del Mar Middle, and San Ysidro Middle Schools; to reconcile with the updated allocations of Title I funds.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement – Action 1.11 – Continue with personnel for State and Federal Programs to ensure program accountability and compliance with federal, state and local regulations.

Renewal New Amendment Ratify Other - Revised

Business Services Reviewed: mm

Financial Implications?

Are funds for this item available in the 2018-2019 Budget?

Requisition #

Yes No

Yes No

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

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:

13A.1

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

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: February 28, 2019

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

FROM:
Educational Services
Manuela Colom, Executive Director

INITIAL: 
 Informational
 Action

AGENDA ITEM: 26TH ANNUAL ADELANTE MUJER CONFERENCE

BACKGROUND INFORMATION:

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

Students in grades 6th – 8th and their parents/guardians from all of our schools will attend the Adelante Mujer Conference on Saturday March 16, 2019 at University of California San Diego in La Jolla.

Estimated cost implications:

- 250 Participants (125 female students and 125 mothers/guardians): \$15 per participant/registration fee x 250 = \$3,750.00
- 3 chaperones (*one from each school*) – up to 8 hours per certificated staff member at \$40 per hour = \$1,200.00
- Transportation Services: \$2,400.00 for bus transportation to and from our schools to UCSD.

RECOMMENDATION:

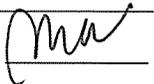
Approve the attendance/registration and transportation costs for up to 125 female 6th to 8th grade students and their mothers/guardians to attend the 26th Annual Adelante Mujer Conference on Saturday, March 16, 2019 at UC San Diego at a cost not to exceed \$7,350.00 from the Supplemental and Concentration fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement – Action 1.9 – College and Career Readiness and 21st Century learning.

Goal 3: Parent Engagement – Action 3.7 Provide professional development opportunities for parents to learn about the educational system and how they can support their children.

Renewal New Amendment Ratify Other

Business Services Reviewed: 

Financial Implications?

Are funds for this item available in the 2018-2019 Budget?

Requisition #

Yes No

Yes No

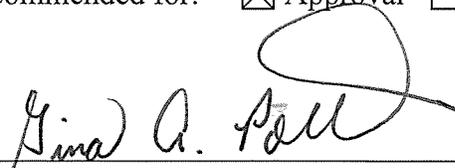
\$7,350.00
(Amount)

Supplemental and 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

26th ANNUAL CONFERENCE



ADELANTE MUJER SOUTH BAY

For South Bay School Districts

For students in Grades 6th – 12th

<http://www.southbayadelantemujer.com/>

Saturday, March 16th, 2019 – 8:30 a.m. to 2:00 p.m.

UC San Diego

9500 Gilman Drive, La Jolla, CA 92093-0021

PURPOSE: The Adelante Mujer Conference will help female students learn about career opportunities from professional women in law, business, media, engineering, and other career areas.

Registration includes: Pan Dulce, Lunch and Workshops for students.

Transportation provided at selected Sweetwater Schools Only

RETURN REGISTRATION & EXCURSION FORM TO YOUR TEACHER OR COUNSELOR BY March 6, 2019. ON SITE REGISTRATION WILL BE LIMITED.

Adelante Mujer Conference – March 16, 2019

(Please print)

Student (s) name: _____

Home Address: _____

City/State _____ Zip Code _____

Telephone: () _____ School District: _____ School: _____

Email Address: _____ (Print Legibly)

PARENT PERMISSION & MEDIA RELEASE

Your student may be photographed and/or video recorded during a school-related event or as part of the coverage of a story. The Sweetwater Union High School District may also use these pictures and/or recordings for promotional materials, public display, district internet sites, social media, or for purchase by participating students. We encourage you to mark YES on this form. Media restrictions on a student may affect their participation in district events and public performances.

_____ YES, my student may be photographed and/or video recorded.

_____ NO, my student may NOT be photographed and/or video recorded.

Date _____ Telephone _____ Signature of Parent/Guardian _____

YES, will need transportation

NO transportation needed

Free Parking Available day of the event

13A.2

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SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: February 28, 2019

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

FROM:
Educational Services
Manuela Colom, Executive Director

INITIAL: *MC*
 Informational
 Action

AGENDA ITEM: FIELD TRIP TO THE SCIENCE EXPO DAY AT PETCO PARK

BACKGROUND INFORMATION:

The Coordinator of Full Services Community Schools, Expanded Learning Program and Attendance is requesting approval for students and families from Willow School to participate in the Science Expo Day, which will take place on March 2, 2019 at Petco Park in San Diego from 10:00 a.m. - 5:00 p.m.

The San Diego Festival of Science & Engineering kicks off with its largest event Expo Day, a daylong celebration at Petco Park. The Expo Day is the Festival's signature event, with more than 130 local businesses, corporations, and organizations providing interactive, hands-on science, technology, engineering and math exhibits and activities to budding K-12 science lovers. Students, families, and young professionals were invited to join this Expo to ignite their passion for STEM education.

There is no direct cost for this event, as transportation services for students and parents will be sponsored by the Biocom Institute.

RECOMMENDATION:

Approve the participation of students and their families from Willow School to the Science Expo Day at Petco Park on March 2, 2019 at no direct cost to the District.

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.

<input type="checkbox"/> Renewal <input checked="" type="checkbox"/> New <input type="checkbox"/> Amendment <input type="checkbox"/> Ratify <input type="checkbox"/> Other	Business Services Reviewed: <i>MC</i>	Requisition #
Financial Implications? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Are funds for this item available in the 2018-2019 Budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>
<div style="border: 1px solid black; padding: 2px;"> Sponsored by Biocom Institute (Amount) </div>	<div style="border: 1px solid black; height: 20px; width: 100%;"></div> (Name of funding source and/or location)	<div style="border: 1px solid black; padding: 2px; text-align: center;"> -- (Funding account number) </div>

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

FREE

FAMILY STEM EVENTS

100+ ACTIVITIES:
 SCIENCE-BASED EXPLOSIONS
 // TEDX KIDS // LIVE PERFORMANCES // REPTILES // HANDS-ON PROJECTS // PRE-K ZONE
 // INSPIRATIONAL SCIENTISTS // ROCKETS // FUN FOR THE ENTIRE FAMILY // PRIZES & GIVEAWAYS // CRAWLING INSECTS //

Presented by
illumina
 FOUNDATION

Come experience STEAM with me at the San Diego Festival of Science & Engineering!
 See you there!

PETCO PARK
EXPO DAY
 SAT. MARCH 2ND 10A-5P

ALL OVER SAN DIEGO COUNTY
STEM WEEK
 MARCH 2ND-10TH

KIDS / NIÑOS

Engage, explore and get excited about science, technology, engineering and math!
 Explora y descubre todo sobre ciencia, tecnología, ingeniería y matemáticas!

TEACHERS

Teachers! Take advantage of our extra credit challenge at EXPO Day, where students can also earn prizes! Download a form in advance at www.lovestemsd.org or get one at an Information Booth day-of!

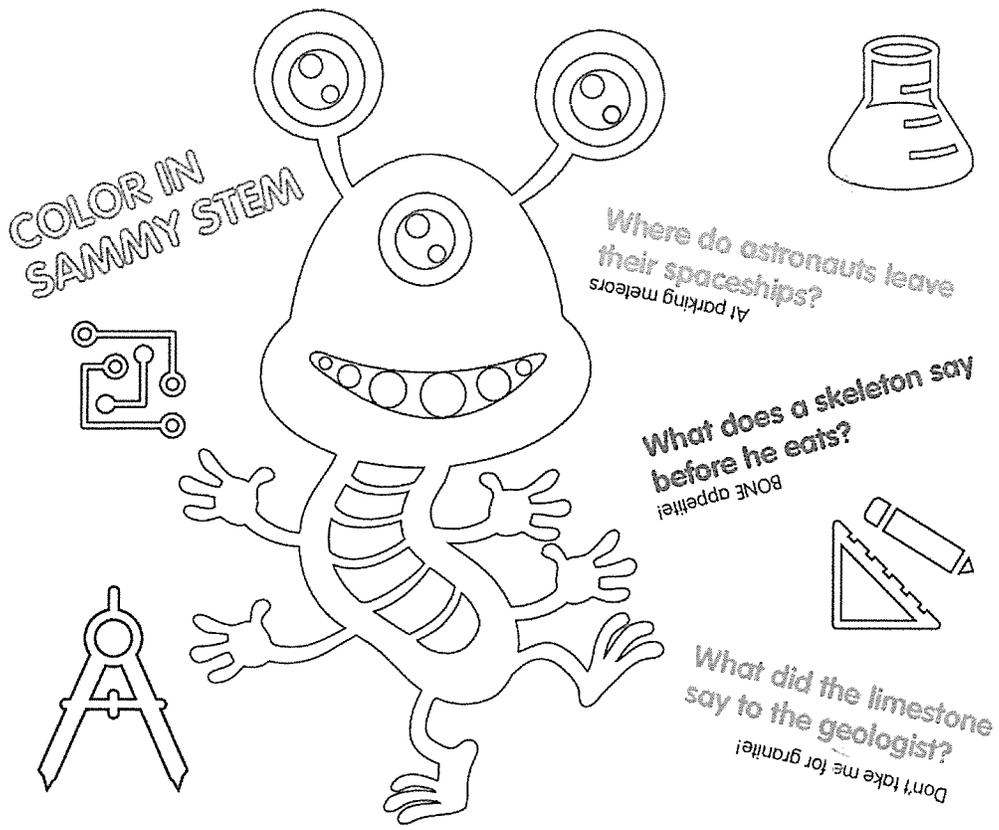


check out the full schedule at
Lovestemsd.org

Follow us on Facebook and Twitter @loveSTEMsd.

The District neither sponsors nor endorses this information, activity, or organization. Distribution of this material is provided by the District as a community service. Any questions or comments should be directed to the San Diego Festival of Science & Engineering.
 El Distrito no patrocina ni respalda esta información, actividad u organización. La distribución de este material es un servicio por parte del Distrito a la comunidad. Cualquier pregunta o comentario debe dirigirse a la organización patrocinadora.

This information is provided to give families information about programs in the community. The San Ysidro School District does not endorse the sponsor and is not responsible for the content, cost, or any other aspect of the products and services provided by others. All information is provided by the sponsor and, if you have questions, please contact them directly. Esta información se proporciona para dar información a las familias sobre los programas en la comunidad. El Distrito Escolar de San Ysidro no endosa el patrocinador y no será responsable por el contenido, costo, o cualquier otro aspecto de los productos y servicios proporcionados por terceros. Toda la información es proporcionada por el patrocinador y, si tiene preguntas, póngase en contacto con ellos directamente.



COLOR IN SAMMY STEM

Where do astronauts leave their spaceships?
At parking meteors

What does a skeleton say before he eats?
BONE appetite

What did the limestone say to the geologist?
Don't take me for granite!

Lovestemsd.org

Make Your Own Lava Lamp!

Ingredients:
1 clean, plastic soda bottle with cap
Vegetable Oil
1 Alka-Seltzer tablet for a 16 oz soda bottle or 2 tablets for per liter bottle
Food Coloring
Water

1. Fill the plastic bottle $\frac{3}{4}$ full with vegetable oil
2. Add water to the neck of the bottle, leaving a little space between the water line and the top of the container.
3. Select a color of food coloring for your 'lava lamp' bottle.
4. Add 10 or more drops of food coloring to the bottle until a rich color is seen.
5. Break the Alka-Seltzer tablet into small pieces (6-8). Add one piece at a time and observe each reaction.
6. Replace bottle cap when finished.

¡Hacer tu propia lámpara de Lava!

Ingredientes:
Botella de refresco limpia de plástico 1 con tapa
Aceite vegetal
1 tableta de Alka-Seltzer para 16 oz botella de soda o 2 tabletas por botella de litro
Colorante de alimento
Agua

1. llene la botella plástica $\frac{3}{4}$ completo con aceite vegetal
2. Agregue el agua hasta el cuello de la botella, dejando un pequeño espacio entre la línea de agua y la parte superior del contenedor.
3. Seleccionar un color de colorante para su botella de 'lámpara de lava'.
4. Agregar 10 o más gotas de colorante a la botella hasta que se vea un color rico.

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SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: February 28, 2019

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

FROM:
Educational Services
Manuela Colom, Executive Director

INITIAL: *MC*
 Informational
 Action

AGENDA ITEM: PARTICIPATION IN THE APPLICATION PROCESS OF THE
LOW-PERFORMING STUDENTS BLOCK GRANT

BACKGROUND INFORMATION:

The Low-Performing Students Block Grant is a State education funding initiative with the goal of providing grant funds to local educational agencies (LEAs) serving pupils identified as low-performing on state English language arts or mathematics assessments who are not otherwise identified for supplemental grant funding under the local control funding formula or eligible for special education services, as specified in Education Code (EC) Section 41570(d).

As a condition of apportionment, the District, shall develop a plan describing how the funds will increase or improve evidence-based services for the identified pupils to accelerate increases in academic achievement, and how the effectiveness of the services will be measured. The plan shall be discussed and adopted at a regularly scheduled meeting of the LEA's governing board.

Funds shall be used for evidence-based services that directly support pupil academic achievement, including, but not limited to professional development activities for certificated staff, instructional materials, or additional supports for pupils.

San Ysidro School District will be participating in the application process of the Low-Performing Students Block Grant, which if awarded, will the support the students' academic achievement.

RECOMMENDATION:

Approve the participation of the San Ysidro School District in the application process of the Low-Performing Students Block Grant to benefit students' academic achievement.

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: *MC*

Financial Implications?

Are funds for this item available in the 2018-2020 Budget?

Requisition #

Yes No

Yes No N/A

Revenue TBD (Amount)

Low-Performing Block Grant Award (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 AGENDA

TO: Governing Board

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

FROM: Educational Services
Manuela Colom, Executive Director

INITIAL: *MC*
 Informational
 Action

AGENDA ITEM: PROFESSIONAL DEVELOPMENTS - FEBRUARY

BACKGROUND INFORMATION:

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

The following is a list of professional developments up for the February 28, 2019 Board meeting:

- CASBO's Payroll Concepts
- Transportation Leadership Academy
- Technology Directors/CTO Meeting
- ACA Penalty Workshop
- Inclusive Education for Students with Mild-Moderate Disabilities
- McKinney-Vento Homeless Assistance Act Training

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

RECOMMENDATION:

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

LCAP GOAL AND ACTION/SERVICE:

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

<input type="checkbox"/> Renewal <input checked="" type="checkbox"/> New <input type="checkbox"/> Amendment <input checked="" type="checkbox"/> Ratify <input type="checkbox"/> Other	Business Services Reviewed: <i>MC</i> Requisition # 	
Financial Implications? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Are funds for this item available in the 2018-2019 Budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
APPROXIMATE COST \$5,890.00 (Amount)	General 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

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

PROFESSIONAL DEVELOPMENT**Item 14D.4**

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

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Amber Elliot, Daniel Chavez	CASBO's Payroll Concepts	SDCOE	April 22, 2019	\$890.00 Registration + mileage	General Fund
Paulo Azevedo	Transportation Leadership Academy	Orange County	March 1– December 14, 2019	\$5,000.00	General Fund
Todd Lewis	Technology Directors/CTO Meeting	San Diego	February 21, 2019	Mileage	General Fund
Daniel Chavez	ACA Penalty Workshop	Chula Vista, CA	February 28, 2019	\$0	No Cost
Special Ed. Staff (TBD)	Inclusive Education for Students with Mild-Moderate Disabilities	SCREC	March 7, 2019	\$0	No Cost
Veronica Medina	McKinney- Vento Homeless Assistance Act Training	SDCOE	March 11, 2019	\$0	No Cost

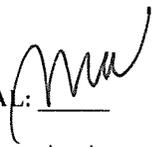
**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: February 28, 2019

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

FROM:
Information Management Systems
Todd Lewis, Director

INITIALS: 
 Informational
 Action

AGENDA ITEM: REQUEST FOR PROPOSALS NO. 01 FOR 2019-20 E-RATE CATEGORY 2 EQUIPMENT

BACKGROUND INFORMATION:

The District published a Requests for Proposals (RFP) for prospective bidders for the school district to acquire E-rate Category 2 Equipment such as uninterruptable power supply (UPS) and switches. This RFP was advertised in the San Diego Daily Transcript Newspaper on January 11, 2019 and January 18, 2019, Schools and Library Website and on the District's website.

Public Contract Code section 20118.1 which provides as follows: "The governing board of any school district may contract with an acceptable party who is one of the three lowest responsible bidders for the procurement or maintenance, or both, of electronic data-processing systems and supporting software in any manner the board deems appropriate."

Six qualified vendors responded to the RFP No. 01 2019-20 E-Rate Category 2 Equipment. After review, it was determined that CDW Government LLC met all the required criteria and was one of the lowest bidders. Attached for your reference is the bid tabulation list of participants.

The District recommends awarding RFP No. 01 2019-20 E-Rate Category 2 Equipment to CDW Government LLC. Documentation/Agreement is attached for reference. E-Rate's discount is estimated at 85% of eligible equipment purchased.

RECOMMENDATION:

Approve award of RFP No. 01 2019-20 E-Rate Category 2 Equipment to CDW Government LLC and approve agreement with CDW Government LLC in the amount of \$117,215.13 from the E-rate funding.

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

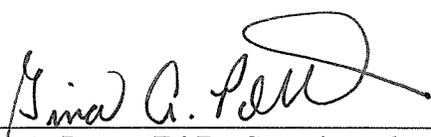
(Amount)

(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

E-Rate Bid Evaluation Matrix
Funding Year 2019

District Name San Ysidro School District
 Bid # (if applicable) 190014949

Bid Due Date and Time 02/08/2019at 2:00 PM
 Allowable Contract Date 2/7/2019

Project or Service Description E-rate Category 2 Equipment FRQ NO: 01 (2019/2020)

Directions:

- Enter your Service Provider Name and E-rate eligible cost in order from lowest to highest.
- Each criteria has a Criteria Weight. Vendors are assigned points on how well they meet each factor, but cannot be assigned raw scores higher than the total number of responders.
- The entries for all factors are then totaled for each vendor. The winning bidder is the one with the highest score.
- The cost of E-Rate eligible services must be weighted most heavily to be in compliance with FCC rules.
- If NO bids are received, then indicate NO bids received under Winning Bidder and sign and date matrix.
- Keep this evaluation and all bids (winning and losing) in your permanent E-rate records.

of Responders: 6

6 is the best possible score

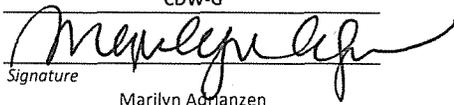
Service Provider Name:
 E-rate Eligible Cost:
 E-rate Ineligible Costs:
 Total Cost:

Data Impressions	CDW-G	AAA Networks	GigaKOM	CyberTEK	Vector USA
\$89,798.81	\$117,215.13	\$144,339.99	\$151,088.55	\$154,528.25	\$178,504.73
\$0.00	\$0.00	\$0.00	\$1,534.08	\$0.00	\$5,243.67
\$89,798.81	\$117,215.13	\$144,339.99	\$152,622.63	\$154,528.25	\$183,748.40
Lowest ➔ Highest				Highest	

Selection Criteria	Criteria Weight*
Cost of E-rate Eligible Services	45
Cost of E-rate Ineligible Services	5
Scope of Work and Specification Compliance Proposal meets or exceeds all technical requirements.	30
Compatibility with existing systems	
Ease of interoperability with existing systems	
Bidders Capabilities Ability to deliver services	20
	100

Score	Score	Score	Score	Score	Score
6	4.5966153	3.732803778	3.566073405	3.486694892	3.018367412
6	6	6	5	6	4
3	6	4	6	2	6
6	6	6	6	6	6

Overall Score	
Service Provider	Score
Data Impressions	85
CDW-G	89
AAA Networks	73
GigaKOM	81
CyberTEK	61
Vector	76

Vendor Selected: CDW-G
 Approved By: 
 Signature
 Marilyn Adrianzen
 Print Name
 Chief Business Official
 Title
 Date: 02/13/19

Comments:

THE DAILY TRANSCRIPT

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 Telephone (619) 232-3486 / Fax (619) 270-2503
 Visit us @ www.LegalAdstore.com

ARACELI FELIX
 SAN YSIDRO SCHOOL DISTRICT
 4350 OTAY MESA RD
 SAN YSIDRO, CA 92173-3799

SD# 3211359
**NOTICE: CALLING FOR BIDS WEB
 HOSTING SERVICES
 ERATE ELIGIBLE SERVICES
 RFP 01 2019-2020 E-rate Category 2
 Equipment**

COPY OF NOTICE

Notice Type: RFP REQUEST FOR PROPOSALS
 Ad Description: RFP 01 2019-2020 E-rate Category 2 Equipment

NOTICE IS HEREBY GIVEN that the San Ysidro School District of San Diego County, California, acting by and through its Governing Board, hereinafter referred to as the SCHOOL will receive up to, but not later than 2:00 o'clock p.m. of the 8th day of February, 2019, sealed bids for the award of contracts for E-Rate Services for (1) Uninterruptable Power Supply (UPS); (2) SWITCHES.

Bids shall be received electronically as stated in each RFP and shall be opened at the above-stated time and place (not a public reading).

To the right is a copy of the notice you sent to us for publication in THE DAILY TRANSCRIPT. Thank you for using our newspaper. Please read this notice carefully and call us with any corrections. The Proof of Publication will be filed with the County Clerk, if required, and mailed to you after the last date below. Publication date(s) for this notice is (are):

Each bid must conform and be responsive to the contract documents, copies of which are now on file and may be obtained after January 11, 2019, at the District's website:
<https://tinyurl.com/SYSD-ERATE2019>
 Call (619) 428-4476 ext. 3062 for information.

01/11/2019 , 01/18/2019

The SCHOOL reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding.

The charge(s) for this order is as follows. An invoice will be sent after the last date of publication. If you prepaid this order in full, you will not receive an invoice.

Bid shall be awarded based on the criteria outline in the bid documents.

No bidder may withdraw their bid for a period of ninety (90) days after the date set for the opening of bids.

Publication	\$67.64
Total	\$67.64

TODD LEWIS
 DIRECTOR OF EDUCATION
 TECHNOLOGY
 SAN YSIDRO SCHOOL DISTRICT
 of San Diego County, California
 1/11, 1/18/19
SD-3211359#

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ORANGE COUNTY REPORTER, SANTA ANA	(714) 543-2027
SAN FRANCISCO DAILY JOURNAL, SAN FRANCISCO	(800) 640-4829
SAN JOSE POST-RECORD, SAN JOSE	(408) 287-4866
THE DAILY RECORDER, SACRAMENTO	(916) 444-2355
THE INTER-CITY EXPRESS, OAKLAND	(510) 272-4747



SAN YSIDRO SCHOOL DISTRICT

RFQ: E-rate Category 2 Equipment

RFQ NO: 01(2019/2020)

E-Rate Year 22 / Funding Year 2019-2020

2/8/2019

Original



CDW Government LLC
230 N. Milwaukee Ave.
Vernon Hills, IL 60061
E-Rate SPIN # 143005588





One CDW Way
230 N. Milwaukee Ave
Vernon Hills, IL 60061
P: 847.371.5800
F: 847.465.6800
Toll-Free: 800.808.4239
www.cdwg.com/PeopleWhoGetIT

SAN YSIDRO SCHOOL DISTRICT
4350 OTAY MESA RD.
SAN YSIDRO, CA 92173
2/8/2019

RE: RFQ: E-rate Category 2 Equipment

Dear TODD LEWIS

SAN YSIDRO SCHOOL DISTRICT is seeking a qualified vendor to provide ERATE CATEGORY 2 EQUIPMENT. CDW Government LLC (CDW•G), a leading provider of ERATE technology solutions to K-12 schools, is pleased to present this response for RFQ: E-rate Category 2 Equipment.

Our products are housed in our two state-of-the-art distribution centers, which are equipped to ensure that SAN YSIDRO SCHOOL DISTRICT receives ERATE CATEGORY 2 EQUIPMENT on schedule. Our strength is in servicing large numbers of customers with multiple orders, while adding valuable services. Here are a few of the reasons our customers return to us time and again:

- **Superior E-Rate Contract Support.** CDW•G understands the need for well-maintained contracts. David White, CDW•G E-Rate Program Manager, will do what he does best; assist with the E-Rate process and help facilitate the application and funding process.
- **Customer Account Center.** Around-the-clock access to customized online tools and resources that can be found on our award-winning website, CDWG.com
- **Quick Availability.** Efficient and timely order fulfillment; most of CDW•G's in-stock, credit released orders ship the same day the order is placed.
- **E-Rate Experience.** CDW•G has participated in the E-Rate program since its inception in 1997. CDW•G's E-Rate SPIN number is 143005588, and FRN (FCC) Code is 0012123287. CDW•G holds Green Light status and prides itself on consistently maintaining this status.

If you have any questions concerning this proposal response, please contact Jordan Stevens, Account Manager, at (866) 292-3785 or jordste@cdwg.com.

Sincerely,

Matthew Flood
Proposal Supervisor

Pricing Section

Following this page is the pricing quotes with our standard Purchase Agreement for E-Rate Customers.

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10/1/2011 10:00 AM
10/1/2011 10:00 AM

10/1/2011 10:00 AM

**CDW Government LLC
Purchase Agreement for E-Rate Customers
KKKM665, KJKW868
Contract # FY22222967
Spin #143005588
FCC Registration #0012123287**

This E-rate Customer Purchase Agreement (this "Agreement") is by and between CDW Government LLC an Illinois corporation with an office at 230 N. Milwaukee Ave., Vernon Hills, Illinois 60061 ("Seller"), and SAN YSIDRO SCHOOL DISTRICT, a non-profit school or library eligible for Universal Service funding, with offices at 4350 OTAY MESA RD, SAN YSIDRO, CA, 92173-1617("Customer") and is effective on July 1, 2019 ("Effective Date").

Definitions:

As used in the Agreement, the following terms shall have the meanings set forth below:

"E-Rate" – The education rate funding program that is a part of the Schools and Libraries Program that provides discounts to keep students and library patrons connected to broadband and voice services and which is one of the programs that form the Universal Service Program.

"Products" – E-rate eligible products or services that include computer related hardware but are not limited to caching servers, routers, switches, wireless access points, installation, and warranty maintenance and other items which are eligible for E-rate discounts in accordance with the rules issued by USAC.

"Customer" – an E-rate customer that is a school or library eligible to participate in the E-Rate program and, that is applying for E-Rate discount on Products ordered from Seller.

"Funding Commitment Decision Letter" or "FCDL" – A letter that a Customer receives from USAC which indicates the applicable discount amount for a specific funding year.

"Funding Year" – The specific calendar period, as defined by the SLP, during which the Customer is approved for funding or discounts on Products.

"SLP" - The Schools and Libraries Program of the Universal Service Fund, which includes the E-Rate Program and that is administered by the Universal Service Administrative Company (USAC) under the direction of the United States Federal Communications Commission ("FCC").

"Universal Service Administrative Co." or "USAC" – The not for profit organization designated by the U.S. Federal Communications Commission ("FCC") to administer and ensure compliance with the Universal Services Fund.

1. TERMS AND CONDITIONS

All orders submitted to Seller by Customer for Products under this Agreement are subject to the terms and conditions of the California Cisco NASPO Contract (AR233 (14-19) 7-14-70-04) Contract Agreement and/or, where applicable, those on Seller's website at <http://www.cdwg.com/content/terms-conditions/product-sales.asp> (the "Product Sales Terms and Conditions"), unless otherwise stated herein.

2. PURCHASE AUTHORIZATIONS

A. E-Rate Status

Customer represents and warrants that it qualifies as eligible under the SLP to receive E-Rate funding.

CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT, WHEN EXECUTED, CONSTITUTES A CONTRACT AS REQUIRED BY USAC and the SLP.

B. E-Rate Purchases

Customer represents and warrants that all purchases made under this Agreement shall be for its own use and that it is eligible to receive E-Rate funding as specified by USAC.

IN ACCORDANCE WITH FCC REQUIREMENTS, THE CUSTOMER SHALL SUBMIT A COMPLETED AND SIGNED FCC FORM 486 TO USAC The Form 486 shall be approved by USAC prior to order placement with Seller.

3. ORDERING AND ASSISTANCE

A. Ordering

Purchase orders shall be submitted directly to Seller at the following address or fax number:

CDW Government LLC
Attn: E-Rate Sales K-12
230 N. Milwaukee Ave.
Vernon Hills, IL 60061

Phone: 800-328-4239
Facsimile: Please fax Purchase Orders to your Account Manager

13B.1

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B. Required Information

All orders shall include 1) a contact name; 2) phone number; 3) purchase order number; 4) part number; 5) Product description; 6) original and discounted Product price 7) percentage Customer owes and percentage SLP owes (if applicable) 8) ship to location; 9) bill to location; and 10) FRN number for each part number. SEPARATE PURCHASE ORDERS SHALL BE SUBMITTED FOR PRODUCTS THAT ARE NOT ELIGIBLE FOR E-RATE FUNDING. ALL ORDERS SHALL BE SUBJECT TO ACCEPTANCE BY SELLER.

C. Assistance with Order

Customer may call 1-800-328-4239 to get assistance on any purchase order. Any terms or conditions stated in or on the Customer’s purchase order which are inconsistent with or in addition to the terms and conditions in this Agreement or the Product Sales Terms and Conditions shall not be valid, are considered null and void and shall not be applicable to or binding on Seller.

FOR PRODUCTS WHICH ARE DISCONTINUED AFTER A CUSTOMER ORDER HAS BEEN ACCEPTED BY SELLER BUT BEFORE THE PRODUCT HAS SHIPPED, SELLER WILL MAKE REASONABLE EFFORTS TO OFFER A COMPARABLE OR BETTER PRODUCT AT THE SAME OR LESSER PRICE, IF AVAILABLE, UPON SLP’S APPROVAL OF THE PRODUCT SUBSTITUTION.

4. PRICE AND PAYMENT TERMS

Payment terms are subject to continuing credit approval by Seller. Seller may change credit or payment terms at any time when, in Seller’s opinion, Customer’s financial condition, previous payment record, or the nature of Customer’s relationship with Seller so warrants.

Seller may discontinue performance under this Agreement (i) if Customer fails to pay any sum when due under this Agreement or any other agreement with Seller until payment is received or (ii) if Customer is in violation of applicable laws and regulations.

A. Price

The Price shall be as set forth on the Customer’s quote from Seller and which is in the form attached hereto as Exhibit I. All prices are exclusive of federal, state, local, or other taxes, which shall be the responsibility of the Customer.

B. Payment Terms

Customer must choose one of the following payment methods. However, Customers that choose to order Products prior to receiving their FCDL shall be required to follow the BEAR payment method.

1. Form 474 Service Provider Invoice (SPI) Method

Seller will invoice the Customer for the Product price, as set forth on the Product quote, net of the FCDL amount. Customer shall be responsible for making payment within thirty (30) days from date of invoice.

2. Form 472 Billed Entity Applicant Reimbursement (BEAR) Method

Seller will invoice Customer, upon Product shipment, for the total purchase price without regard to any SLP funding applied to that purchase price for the Products. Customer shall pay the invoiced amount within thirty (30) days from the date of invoice.

All payments, regardless of method, shall be submitted to the address set forth below:

CDW Government LLC
Attn: Accounts Receivable
230 N. Milwaukee Ave.
Vernon Hills, IL 60061

CUSTOMER MAY EITHER WAIT TO PLACE AN ORDER PRIOR TO OR AFTER RECEIPT OF ITS FCDL. IN THE EVENT THAT CUSTOMER PLACES AN ORDER PRIOR TO RECEIPT OF THE FCDL, CUSTOMER SHALL BE RESPONSIBLE FOR PAYMENT OF THE ENTIRE PURCHASE PRICE WITHOUT REGARD TO SLP FUNDING.

5. NON-ASSIGNABILITY AGREEMENT

Customer shall not assign or otherwise transfer its rights or delegate its obligations under this Agreement without Seller’s advance written consent. Any attempted assignment, transfer or delegation without such consent shall be void.

6. TERM & RENEWAL OF AGREEMENT

The term of this Agreement shall commence on July 1, 2019 (“Effective Date”) and be valid through Funding Year 22. Notwithstanding the foregoing, Seller may terminate this Agreement at any time for any reason upon thirty (30) days prior written notice.

13B.1

to the Customer. In addition, the Customer may immediately terminate this Agreement or withdraw an order upon written notice to Seller in the event that funds are not appropriated to Customer under this program ("Termination Notice"). In the event that Customer terminates this Agreement due to non-appropriation of funds, then Seller may immediately cease performance. However, the Customer shall remain liable for any Products that Seller has shipped or services already provided or subscribed and purchased prior to Seller's receipt of the Termination Notice.. Customer shall also be responsible for any of Seller's out-of-pocket costs arising as a result of any such termination.

The term of this Agreement may be renewed in the event that Customer receives an extension of funding from the SLP and upon Seller's and Customer's mutual written consent.

7. NOTICES

All notices and other communications required or permitted under this Agreement shall be served in person or sent by U.S. mail, Federal Express, or equivalent carrier at the following address:

If to Seller:

CDW Government LLC
Attn.: Director, Program Sales
2 Corporate Drive, Suite 800
Shelton, CT 06484

If to Customer:

SAN YSIDRO SCHOOL DISTRICT
TODD LEWIS
4350 OTAY MESA RD
SAN YSIDRO, CA, 92173-1617

8. GENERAL

If any term or provision herein is determined to be illegal or unenforceable, the validity or enforceability of the remainder of the terms or provisions herein will remain in full force and effect.

9. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between Seller and Customer, and supersedes and replaces any and all previous and contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding transactions hereunder. No provision of this Agreement may be waived or modified except by an amendment signed by an authorized representative of each party.

10. GOVERNING LAW

This Agreement will be governed by the laws of the State of California, without regard to conflicts of laws rules. Any litigation will be brought exclusively in a federal or state court located in San Diego, California, and Customer consents to the jurisdiction of the federal and state courts located therein Customer shall submit to the jurisdiction thereof and waives the right to change venue. Customer further consents to the exercise of personal jurisdiction by any such court with respect to any such proceeding.

11. DOCUMENT RETENTION

All documents related to this Agreement will be kept on file by both parties for a period of ten (10) years after the project completion in accordance with the rules of the SLP.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written. **This contract is for Funding Year 22 (2019) which is effective as of July 1, 2019 and terminates on June 30, 2020.**

CDW Government LLC

Customer

(Authorized Signature)

(Authorized Signature)

Printed Name

Printed Name

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT I
Quote

QUOTE CONFIRMATION



DEAR TODD LEWIS,

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

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
KJKW868	1/14/2019	CISCO ERATE	12408780	\$95,776.51

IMPORTANT - PLEASE READ

Special Instructions: TAX: MULTIPLE TAX JURISDICTIONS APPLY
TAX: CONTACT CDW FOR TAX DETAILS

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<u>Cisco Catalyst 9300 - switch - 48 ports - managed - rack-mountable</u> Mfg. Part#: C9300-48P-EDU UNSPSC: 43222612 TAX: SAN YSIDRO, CA TAX: 7.7500% \$4,743.57 Contract: California Cisco NASPO Contract (AR233 (14-19) 7-14-70-04)	19	4913914	\$3,221.44	\$61,207.36
<u>Cisco Network Advantage - license</u> Mfg. Part#: C9300-NW-A-48-EDU UNSPSC: 43232908 TAX: SAN YSIDRO, CA TAX: 7.7500% \$1,299.61 Contract: California Cisco NASPO Contract (AR233 (14-19) 7-14-70-04)	19	4913915	\$882.59	\$16,769.21
<u>Cisco Catalyst 9300 Series Network Module - expansion module</u> Mfg. Part#: C9300-NM-4G UNSPSC: 43201404 TAX: SAN YSIDRO, CA 7.7500% \$254.92 Contract: California Cisco NASPO Contract (AR233 (14-19) 7-14-70-04)	19	4694327	\$173.12	\$3,289.28
<u>Cisco SMARTnet extended service agreement</u> Mfg. Part#: CON-SNT-C930448P UNSPSC: 81111812 Electronic distribution - NO MEDIA TAX: SAN YSIDRO, CA .0000% \$.00 Contract: Standard Pricing	19	4999818	\$432.24	\$8,212.56

PURCHASER BILLING INFO		SUBTOTAL	\$89,478.41
Billing Address: SAN YSIDRO SCHOOL DISTRICT ACCTS PAYABLE 4350 OTAY MESA RD SAN YSIDRO, CA 92173-1617 Phone: (619) 428-4476 Payment Terms: NET 30 Days-Govt/Ed		SHIPPING	\$0.00
		SALES TAX	\$6,298.10
		GRAND TOTAL	\$95,776.51
	DELIVER TO	Please remit payments to:	

Shipping Address:
SAN YSIDRO SCHOOL DISTRICT
TODD LEWIS
4350 OTAY MESA RD
SAN YSIDRO, CA 92173-1617
Phone: (619) 428-4476
Shipping Method: DROP SHIP-GROUND

CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

Need Assistance? CDW•G SALES CONTACT INFORMATION



Jordan Stevens

| (866) 292-3785

| jordste@cdwg.com

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

© 2019 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

QUOTE CONFIRMATION



DEAR TODD LEWIS,

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

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
KKKM665	2/4/2019	APC ERATE	12408780	\$21,438.62

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<u>APC Smart-UPS SRT 5000VA RM - UPS - 4250 Watt - 5000 VA - with 208V to 120V</u> Mfg. Part#: SRT5KRMXLT-5KTF UNSPSC: 39121011 TAX: SAN YSIDRO, CA 7.7500% \$983.67 Contract: MARKET	3	3828889	\$4,230.82	\$12,692.46
<u>APC Smart-UPS SRT 192V 5kVA and 6kVA RM Battery Pack - battery enclosure -</u> Mfg. Part#: SRT192RMBP UNSPSC: 26111723 TAX: SAN YSIDRO, CA 7.7500% \$470.96 Contract: MARKET	6	3565771	\$1,012.81	\$6,076.86
<u>APC Smart-UPS X 120V External Tower Battery Pack</u> Mfg. Part#: SMX120BP UNSPSC: 43201601 TAX: SAN YSIDRO, CA 7.7500% \$87.37 Contract: MARKET	2	3082984	\$563.65	\$1,127.30

PURCHASER BILLING INFO	SUBTOTAL	SHIPPING	SALES TAX	GRAND TOTAL
Billing Address: SAN YSIDRO SCHOOL DISTRICT ACCTS PAYABLE 4350 OTAY MESA RD SAN YSIDRO, CA 92173-1617 Phone: (619) 428-4476 Payment Terms: NET 30 Days-Govt/Ed	\$19,896.62	\$0.00	\$1,542.00	\$21,438.62
DELIVER TO Shipping Address: SAN YSIDRO SCHOOL DISTRICT TODD LEWIS 4350 OTAY MESA RD SAN YSIDRO, CA 92173-1617 Phone: (619) 428-4476 Shipping Method: UPS Freight LTL, Special Services	Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515			

Need Assistance? CDW•G SALES CONTACT INFORMATION

	Jordan Stevens	(866) 292-3785	jordste@cdwg.com
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This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at

<http://www.cdwg.com/content/terms-conditions/product-sales.aspx>
For more information, contact a CDW account manager

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FCC FRN E-Rate Display System Status



Federal Communications Commission

Red Light Display System (RLDS)

Red Light Display System

FCC | Fees | Red Light Display System < FCC Site Map

Logged in as FRN: CDW Government LLC (0012123287) [\[Log Out\]](#) [Back](#) | [Print](#) | [Help](#)

8/14/2018 3:29 PM **Current Status of FRN 0012123287**

STATUS: Green

You have no delinquent bills which would restrict you from doing business with the FCC.

The Red Light Display System checks all FRNs associated with the same Taxpayer Identification Number (TIN). A green light means that there are no outstanding delinquent non-tax debts restricting business with the Commission by any FRN associated with requestor's TIN. The Red Light Display System was last updated on 08/14/2018 at 6:34 AM; it is updated once each business day at about 7 a.m., ET.

Customer Service			
Red Light Help	FCC Debt Collection	FCC Fees	Web Policies / Privacy Policy

Red Light Display System Help Line: (877) 480-3201, option 6; TTY (202) 414-1255 (Mon.-Fri. 8 a.m.-6:00 p.m. ET)

Red Light Display System has a dedicated staff of customer service representatives standing by to answer your questions or concerns. You can email us at arinquines@fcc.gov or fax us at (202) 418-7869.

The above screen shows from August 14th, 2018 - CDW/3 remains in Green Light Status. Upon request, CDW/3 can provide an updated screenshot.

Spin #143005588

FCC Registration #0012123287

Account Team

Jordan Stevens

Account Manager

Toll Free Phone: (866) 292-3785

Fax: (312) 752- 3993

Email: jordste@cdwg.com

Kathryn Haran

Sales Manager

Toll Free Phone: (866) 339-5674

Email: Kathryn.haran@cdw.com

David White

ERATE Program Manager

Direct Phone: 312.547.2848

Email: davidwh@cdw.com

Mark Ellis

Manager, Program Management

Direct Phone: 732.982.0390

Email: markeli@cdwg.com

Tara Barbieri

Director, Capture

Direct Phone: 203.851.7044

Email: tara.barbieri@cdw.com

ERATE Order Process

1. Ordering

Purchase orders should be submitted directly to Seller at the following address or fax number:

CDW Government LLC

Attn: E-Rate Sales K-12

230 N. Milwaukee Ave. Vernon Hills, IL 60061

Phone: 800.328.4239

Fax: Please fax Purchase Orders to your Account Manager, see 'Account Team' section.

2. Required Information

All orders must include

- a. Contact name, Phone number
- b. Purchase order number
- c. Part number, Product description
- d. Pre-discount and discounted product price
- e. Percentage Customer owes and percentage SLD owes (SPI – Form 474 Method)
- f. Ship to location, Bill to location
- g. FRN (Funding Request Number) for each part number
- h. Billing method (BEAR – Form 472 or SPI – Form 474)

SEPARATE PURCHASE ORDERS SHOULD BE SUBMITTED FOR PRODUCTS THAT ARE NOT ELIGIBLE FOR E- RATE FUNDING. ALL ORDERS ARE SUBJECT TO ACCEPTANCE BY SELLER.

3. Assistance With Order

Customer may call 1-800-328-4239 for assistance on any purchase order. Any terms or conditions stated in or on the Customer's purchase order which are not consistent with or in addition to the terms and conditions in this Agreement or the Product Sales Terms and Conditions shall be null and void and shall not be applicable hereto or binding on Seller. IN THE CASE OF CHANGES TO PRODUCTS AFTER A CUSTOMER ORDER HAS BEEN ACCEPTED BUT BEFORE THE PRODUCT HAS SHIPPED, SELLER WILL MAKE REASONABLE EFFORTS TO MAKE AVAILABLE TO THE CUSTOMER A COMPARABLE OR BETTER PRODUCT AT THE SAME OR LESSER PRICE WHEN OR IF AVAILABLE, UPON APPROVAL FROM SLD ON PRODUCT SUBSTITUTION.

4. Price and Payment Terms

a. Price

Price shall be as stated in the quotation attached hereto as Exhibit I by Seller's Account Manager. Prices are exclusive of federal, state, local, or other taxes, which shall be the responsibility of the Customer. Any taxes will be listed separately on the invoice.

b. Payment Terms (Customer must choose one)

i. Form 474 Service Provider Invoice (SPI) Method

➤ Seller will invoice Customer for their portion of the Products upon shipment of Product and Customer shall pay the invoiced amount (discounted amount owed by Customer) within thirty (30) days from date of invoice.

ii. Form 472 Billed Entity Applicant Reimbursement (BEAR) Method

➤ Seller will invoice Customer for pre-discount portion of the Products upon shipment of Product and Customer shall pay the invoiced amount (full amount owed by Customer) within thirty (30) days from the date of invoice.

5. Payment Method

All payments for both methods shall be submitted to the address presented below:

CDW-G - Attn: Accounts Receivable

230 North Milwaukee Avenue

Vernon Hills, IL 60061

- i. Payment terms are subject to continuing credit approval by Seller. Seller may change credit or payment terms at any time when, in Seller's opinion, Customer's financial condition, previous payment record, or the nature of Customer's relationship with Seller so warrants.
- ii. Seller may discontinue performance under this Agreement (i) if Customer fails to pay any sum when due under this Agreement or any other agreement with Seller until payment is received or (ii) if Customer is in violation of applicable regulations.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, CUSTOMER IS RESPONSIBLE FOR PAYMENT OF 100% THE PRICE OF PRODUCTS IN THE CASE WHERE CUSTOMER PLACES ORDER FOR PRODUCTS SLD DISALLOWS CUSTOMER'S REQUEST FOR DISCOUNT AND REFUSES PAYMENT TO SELLER OF THE DISCOUNT AMOUNT FOR PRODUCTS. IF SLD DISALLOWS CUSTOMER'S REQUEST FOR DISCOUNT CUSTOMER IS IN NO WAY REQUIRED TO PLACE ORDER FOR PRODUCTS.

CDW Government Overview

CDW is a leading multi-brand technology solutions provider to business, government, education, and healthcare customers in the United States, Canada, the United Kingdom, and other international locations. We have an expansive network of offices near major cities and a large team of field coworkers across the United States. In 2017, CDW achieved \$15.1 billion in revenue. CDW ranks at number 189 on the FORTUNE 500 list and third within the Information Technology Services category. CDW ranks at No. 5 on CRN's 2017 Solution Provider 500 list.

CDW QUICK FACTS

- Headquarters: Vernon Hills, IL
- 2017 Annual Net Sales: \$15.1B
- # of Coworkers: 8,800+
- # of U.S. Sales Offices: 26
- # of Customers: 250,000+
- Fortune 500 Rank: 189

CDW Government, LLC is the wholly-owned subsidiary of CDW LLC. Our customer base is quite diverse, ranging from state and local government, federal, healthcare, k-12 and higher education.

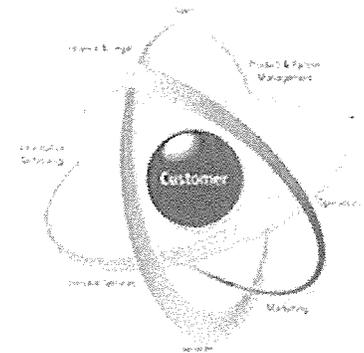
Total Solutions

CDW offers a full range of products and services that enable your organization to develop the best total solution to meet your specific needs while attaining the most value for your organization. CDW provides expert consulting, design, configuration, installation, and lifecycle management services. Our offerings are extremely comprehensive as follows:

CDW OFFERINGS	
PRODUCTS AND PARTNERSHIPS	100,000+ products from more than 1,100 vendors including Acer, Adobe, Cisco, Dell, EMC, HP, IBM, Lenovo, Microsoft, NetApp, and VMware
TECHNOLOGY SERVICES	<ul style="list-style-type: none"> ▪ e-Procurement integration ▪ Leasing services ▪ Managed services ▪ Pre-shipment configuration ▪ Professional services ▪ Warranty and maintenance
TOTAL SOLUTIONS	<ul style="list-style-type: none"> ▪ Cloud ▪ Collaboration ▪ Data center and networking ▪ Managed Print Services ▪ Point of Sale ▪ Security ▪ Software management ▪ Total Mobility Management

Customer-Focused Philosophy

CDW continues to maintain the strong customer focus that has been the key to our success. We adhere to a core philosophy known as the CDW Circle of Service, which means that everything we do revolves around you – the customer. It drives us to provide outstanding customer service and the best value. Our objective is to have SAN YSIDRO SCHOOL DISTRICT view us as a valuable extension of your IT staff. We seek to achieve this goal by providing superior customer service through our large and experienced sales and service delivery teams. Our Market Research Team works with a third-party research firm to measure customer loyalty and satisfaction through customer surveys.



CDW Circle of Service

Strengths, Best Practices, and Value

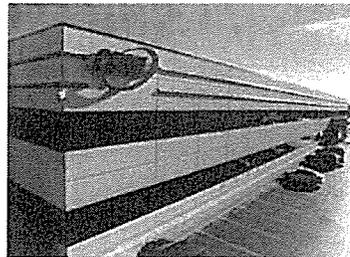
By aligning with CDW, your organization can take advantage of our strengths, best practices, and value-added services. Highlights include:

- Experienced account team supports your day-to-day IT needs and also helps develop appropriate strategies for future product and service needs.
- Value-added presales consulting resources ensure solutions are tailored to meet your operational and budgetary requirements.
- Strong partnerships with vendors enable us to provide technology roadmaps, quick responses to questions, and competitive pricing.
- On-line procurement capabilities streamline and standardize purchasing as well as support flexible reporting and improved decision making.
- Two large ISO 9001 certified distribution centers, efficient inventory management capabilities, and distribution channel partnerships result in quick product turnaround.
- Highly trained and experienced technicians provide pre-shipment configuration services and quality assurance checks to maximize productivity.
- Flexible logistical capabilities accommodate standard or urgent delivery.
- Our breadth and depth of capabilities enables us to deliver a streamlined and cost-effective total solution from planning to ongoing management.
- CDW's business model provides local and nationwide support.
- Our financial strength and leadership will enable us to continue supporting SAN YSIDRO SCHOOL DISTRICT with leading-edge technology solutions.

Large Onsite Inventories

CDW has two large strategically located distribution centers controlled by a state-of-the-art Warehouse Management System (WMS) that ensures speed and accuracy throughout the order fulfillment and distribution processes.

CDW has a 450,000-square-foot distribution center located at our headquarters in Vernon Hills, IL and a 513,000-square-foot distribution center located in North Las Vegas, NV. These locations facilitate quick distribution of products to our growing customer base throughout the country. The Vernon Hills (VH) distribution center focuses on distributing products to customers east of the Mississippi River while the Las Vegas (LV) distribution center primarily serves the western part of the United States.



450,000-square-foot distribution center in IL



513,000-square-foot distribution center in NV

We have access to more than 100,000 top brand-name products from more than 1,100 leading manufacturers. Due to the size of our facilities that span four levels of storage and three level picking modules, forklifts are required to stock and pick products as needed. Our product lineup includes desktops, notebooks, servers, peripherals, networking and communications equipment, software, accessories, plotters, network printers, desktop printers, and print supplies. CDW offers everything your IT operation could possibly need – from enterprise solutions to mouse pads.

Product Availability

CDW holds \$220M of inventory, on average, in our two CDW-owned distribution centers that total almost 1M square feet. CDW has a 450,000-square-foot distribution center located at our headquarters in Vernon Hills, IL and a 513,000-square-foot distribution center located in North Las Vegas, NV. Our ISO 9001:2008-certified strategically located distribution centers provide speed, accuracy, and excellent geographic coverage across the United States.

CDW's effective purchasing and inventory management policies are a key aspect of our business strategy that enables us to stock the latest technology for immediate shipment. CDW has both the buying power and physical capacity to take advantage of large volume purchase opportunities, which allows us to pass along savings to our customers.

CDW•G and Education

CDW•G is the wholly owned subsidiary of CDW LLC that focuses on the public sector, including federal, state, and local government agencies, educational institutions, and healthcare facilities. With over 200 government and education contracts, we are the nation's largest direct response provider of multi-brand technology products and services.

We focus on building strong relationships with our K–12 customers by leveraging our knowledgeable account managers and technical specialists to provide extensive pre- and post-award support. Our experts lead the industry in public-sector customer service and product knowledge, directly benefiting the officers, administrators, and staff of our public safety customers.

Based upon both exponential growth within the K–12 market and accolades from our OEM partners, such as “Google Chrome Global Partner of the Year”, CDW•G has continued our investments into resources to support our K–12 customers nationwide. Those resources include our K–12 Business Development team, which consists of former educators and classroom technology specialists whose primary focus is helping our customers implement solutions attuned to the needs of IT, leadership, and curriculum. These solutions are created with realistic budget constraints in mind, often in conjunction with E-Rate funding initiatives, led by Learning Environment Advisors (LEAs) advising on the top issues in the changing 21st century classroom environment.

A Powerful E-Rate Partner

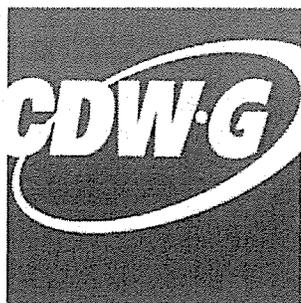
CDW•G is proud to have participated in E-Rate Projects for Category 2 since its inception in 1997. During that time, we have been awarded over 10,000 E-Rate projects totaling over \$100 million in total equipment delivered to schools throughout the United States. Due to our streamlined and best-practice system of checks and balances, we have never lost funding for a school, as substantiated by countless audits. Our dedicated E-Rate invoice team ensures expert handling of both BEAR and SPI E-Rate invoicing.

E-Rate Program Management

Mark Ellis, Program Manager, and Amy Passow, E-Rate Specialist, offer K–12 entities their knowledge, assistance, and advisement on E-Rate matters, including (but not limited to) Program compliance and adherence.

Mr. Ellis prepares contract deliverable reports and makes modifications as necessary to incorporate price reductions, additions, discontinued products, replacements, and version changes. He ensures that price and supply agreements are in place from award through completion, and that E-Rate bidding, ordering, invoicing, and funding are all seamless and easy for entities to complete.

Ms. Passow ensures that CDW•G is working with E-Rate applicants in compliance with rules and regulations throughout the process. She advises on the appropriate engagement before and after Form 470 filings, and works with our operations teams to ensure E-Rate ordering, invoicing, and delivery are compliant; additionally, Ms. Passow assists applicants with PIA reviews and preparation of Item 21 Forms as part of the Form 471 process.



**PEOPLE
WHO
GET IT™**

STATE OF UTAH - STATE COOPERATIVE CONTRACT

CONTRACT NUMBER AR233

1. **CONTRACTING PARTIES:** This State Cooperative Contract is between the **Division of Purchasing and General Services (State)**, 3150 State Office Building, PO Box 141061, Salt Lake City, UT 84114-1061, an agency of the State of Utah, and the following **CONTRACTOR:**

Cisco Systems, Inc.

Name

170 West Tasman Dr.

Address

San Jose

CA

95134

City

State

Zip

(Corporate Headquarters Address)

LEGAL STATUS OF CONTRACTOR

- Sole Proprietor
 Non-Profit Corporation
 For-Profit Corporation
 Partnership
 Government Agency

Contact Person Mimi Farr Phone # 408-527-2627 Fax # 408-608-1802 Email mimnguye@cisco.com
Federal Tax ID# 77-0059951 Vendor #VC0000118462 Commodity Code #20458, 20464, 20621, 20623, 20659, 83833, 83800, 88332, 92000

2. **GENERAL PURPOSE OF CONTRACT:** The general purpose of this contract is to provide:

Data communication equipment and services. A detailed list of awarded categories and subcategories are included in Attachment B - Scope of Work.

Cisco is authorized to provide equipment and services in the following categories:

- 5.2.1 Data Center Application Service
- 5.2.2 Networking Software
- 5.2.3 Network Optimization and Acceleration
- 5.2.4 Optical Networking
- 5.2.5 Routers
- 5.2.6 Security
- 5.2.7 Storage Networking
- 5.2.8 Switches
- 5.2.9 Wireless
- 5.3.0 Unified Communications

3. **CONTRACT PERIOD:** Effective date: June 1, 2014 Termination date: May 31, 2019 unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any): N/A

4. **PRICING AS PER THE ATTACHMENT C**

PAYMENT TERMS: Net 30

DAYS REQUIRED FOR DELIVERY: 30 days ARO

MINIMUM ORDER: N/A

FREIGHT TERMS: FOB Destination, Freight Prepaid

5. **ATTACHMENT A:** Standard Contract Terms and Conditions, State Cooperative Contract

ATTACHMENT B: Scope of Work

ATTACHMENT C: Product Offerings and Pricing

ATTACHMENT D: Vendors Response to Solicitation JP14001. The parties hereby acknowledge and agree that any exceptions stated in attachment "D" – Vendor's Proposal Response have been removed and/or resolved between the parties. Any exception in attachment "D" are explicitly NOT a part of this contract.

Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A. State specific Terms and Conditions will be found in the executed Participating Addendums. State Terms

13B.1



ATTACHMENT A

WSCA-NASPO Master Agreement Terms and Conditions

1. AGREEMENT ORDER OF PRECEDENCE:

The Master Agreement shall consist of the following documents:

1. A Participating Entity's Participating Addendum ("PA");
2. WSCA-NASPO Master Agreement Terms and Conditions (the "Agreement" or "Master Agreement");
3. The Statement of Work;
4. The Solicitation; and
5. Contractor's response to the Solicitation.

These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment. No other terms and conditions shall apply, including terms and conditions listed in the Contractor's response to the Solicitation, or terms listed or referenced on the Contractor's website, in the Contractor quotation/sales order or in similar documents subsequently provided by the Contractor.

2. AMENDMENTS The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the WSCA-NASPO Contract Administrator.

3. ASSIGNMENT/SUBCONTRACT Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the WSCA-NASPO Contract Administrator, which approval will not be unreasonably withheld or delayed.

Notwithstanding the foregoing, Contractor may, with prior written consent from Participating States, which consent shall not be unreasonably withheld, enter into subcontracts with third parties as "Fulfillment Partners." Fulfillment Partners are Subcontractors who may provide products and services under this Master Agreement at the price discounts established in this Master Agreement and bill Purchasers directly for such products and services.

4. CANCELLATION The Master Agreement may be canceled by either party upon 60 days notice, in writing, prior to the effective date of the cancellation. Further, any Participating State may cancel its participation upon 30 days written notice, unless otherwise limited or stated in the special terms and conditions of this solicitation. Cancellation may be in whole or in part. Any cancellation under this provision shall not effect the rights and obligations attending orders outstanding at the time of cancellation, including any right of and Purchasing Entity to indemnification by the Contractor, rights of payment for goods/services delivered and accepted, and rights attending any warranty or default in performance in association with any order. Cancellation of the Master Agreement due to Contractor default may be immediate.

Cisco Systems, Inc.

On termination, all accounts and payments will be processed according to the financial arrangements set forth herein for products delivered and/or approved services rendered to date of termination.

Rights upon Termination or Expiration

1. Upon termination or expiration of this Master Agreement or a Participating Addendum, (a) Contractor reserves the right to cease all further delivery of product or services, and (b) all outstanding invoices become due and payable within thirty (30) days of termination. If Contractor agrees to complete delivery of any further products or services due against any existing accepted Purchase Orders, then Customer shall pay for such products or services in advance within thirty (30) days.
2. Except for a termination of this Master Agreement or a Participating Addendum resulting from Customer's breach of Contractor's proprietary rights and software licensing, Confidential Information, or Export, Re-Export, Transfer and Use Controls, upon termination or expiration of this contract, Customer may continue to use, in accordance with the terms and conditions of this contract and/or the Participating Addendum, products provided to it by Contractor prior to the date of termination or expiration provided (1) payment has been made in full for such products and (2) license rights allow for such continued use.
3. In the event of any termination pursuant to this section, and unless otherwise required by law or court of competent jurisdiction, Customer shall remain obligated to comply in perpetuity with the provisions of Contractor's Software License terms, and Confidential Information.

5. CONFIDENTIALITY, NON-DISCLOSURE AND INJUNCTIVE RELIEF

5.1 Confidentiality. Each party acknowledges that it and its employees or agents may, in the course of dealing under this Master Agreement, be exposed to or acquire information that may be deemed confidential. Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by the receiving party or its employees or agents (the "Receiving Party") in the performance of this Master Agreement, including, but not limited to, the following "Confidential Information": (a) any Participating Entity records, (b) personnel records, and (c) information concerning individuals, is confidential information of the disclosing party (the "Disclosing Party"). Any reports or other documents or items (including software) that result from the use of the Confidential Information shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (a) is or becomes (other than by disclosure by the Disclosing Party) publicly known; (b) is furnished by the Disclosing Party to others without restrictions similar to those imposed by this Master Agreement; (c) is rightfully in the Receiving Party's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (d) is obtained from an independent source without the obligation of confidentiality, (e) is disclosed with the written consent of Participating Entity or; (f) is independently developed by employees, agents or subcontractors of either party who can be shown to have had no access to the Confidential Information.

Neither party shall disclose the Confidential Information to any third party, except that the receiving party may disclose Confidential Information to its employees, subcontractors, or Affiliates' employees and subcontractors only: (a) on a "need to know" basis, (b) consistent with the objectives of this Master Agreement, and (c) pursuant to separate written non-disclosure terms that contractually obligate such employees and subcontractors to maintain the confidentiality of the Confidential Information.

Notwithstanding termination of this Master Agreement as described herein, the obligations of the Receiving Party with respect to Confidential Information received prior to termination shall continue for three (3) years from the date the Confidential Information was received.

Customer agrees that aspects of the Software and associated documentation, including the specific design and structure of individual programs, constitute trade secrets and/or copyrighted material of Contractor.

5.2 Non-Disclosure. The Receiving Party shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use

Confidential Information for any purposes whatsoever other than the performance of this Master Agreement, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. The Receiving Party shall use commercially reasonable efforts to assist the Disclosing Party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, the Receiving Party shall advise the Disclosing Party immediately if the Receiving Party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement and the Receiving Party shall at its expense cooperate with the Disclosing Party in seeking injunctive or other equitable relief in the name of the Disclosing Party against any such person. Except as directed by the Disclosing Party, the Receiving Party will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at the Disclosing Party's request, the Receiving Party shall turn over to the Disclosing Party all documents, papers, and other matter in the Receiving Party's possession that embody Confidential Information. Notwithstanding the foregoing, the Receiving Party may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

5.3 Injunctive Relief. The parties acknowledge that breach of this Section, including disclosure of any Confidential Information, may cause irreparable injury to the Disclosing Party that is inadequately compensable in damages. Accordingly, the Disclosing Party may seek injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. The Receiving Party acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Participating Entity and are reasonable in scope and content.

6. DEBARMENT The contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by WSCA-NASPO.

7. DEFAULTS & REMEDIES

a. The occurrence of any of the following events shall be an event of default under this Master Agreement:

- i. Nonperformance of contractual requirements; or
- ii. A material breach of any term or condition of this Master Agreement; or
- iii. Any representation or warranty by Contractor in response to the solicitation or in this Master Agreement proves to be untrue or materially misleading; or
- iv. Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
- v. Any default specified in another section of this Master Agreement.

b. Upon the occurrence of an event of default, the non-defaulting party shall issue a written notice of default, identifying the nature of the default, and providing a period of 60 calendar days in which the defaulting party shall have an opportunity to cure the default. The non-defaulting party shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the non-defaulting party, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate the defaulting party's liability for damages, to the extent provided for under this Master Agreement.

Participating Addendum: If either party to a Participating Addendum (including the Lead State when acting in its sovereign capacity under this Master Agreement) materially breaches any of the provisions of a Participating Addendum, the non-breaching party may terminate the Participating Addendum as follows:
(a) immediately upon providing written notice to the breaching party if the breach is not capable of being

cured, and (b) thirty (30) calendar days after providing written notice to the breaching party if the breaching party fails to cure such breach within such thirty (30) calendar day period. Notwithstanding the foregoing, a Participating Addendum may be terminated immediately by Contractor for cause in the event of Purchaser's breach of the provisions relating to Software License or Confidential Information.

The cure periods stated in the above paragraphs shall not apply to any failure(s) to perform that result from the willful or negligent acts or omissions of the aggrieved party.

c. If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and Lead State shall have the right to exercise any or all of the following remedies:

- i. Exercise any remedy provided by law; and
- ii. Terminate this Master Agreement and any related Contracts or portions thereof; and
- iii. Suspend Contractor from receiving future bid solicitations; and
- iv. Suspend Contractor's performance; and
- v. Withhold payment until the default is remedied.

d. In the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum.

8. DELIVERY

8.1 After receipt and acceptance by Contractor of Customer's Order(s), Contractor will use commercially reasonable efforts to ship all direct orders designated for shipment to U.S. locations within thirty (30) days for all products. Please note that the following circumstances may affect lead times: (i) new products purchased within the first three (3) months of release of the product which are subject to Contractor's then current published lead-times, (ii) third-party stand-alone products which are not a component of equipment resold by Contractor, (iii) end-of-life products where the termination of the product has been announced by Contractor, (iv) products which have been line-stopped due to software discrepancies, reconfiguration, industry-wide product shortages, or alleged infringement claims, or (v) situations where government rated orders create delays in lead-times.

Notwithstanding the foregoing, at any time when Customer states "expedite" on an order or otherwise communicates to Contractor that an order is to be expedited, Contractor shall use all commercially reasonable efforts to ensure the earliest possible delivery of such products.

8.2 Contractor will communicate scheduled shipping dates in the order acknowledgement and/or on www.cisco.com within three (3) business days after receipt of an electronic order on www.cisco.com, provided, however, that in the event such notification is not received in this time period, Customer shall notify Contractor of the non-receipt, and Contractor's sole obligation with respect to such non-receipt shall be to promptly provide the information to the Customer after such notification.

8.3 If Contractor has reason to believe that the actual shipment date will occur later than the original shipment date acknowledged by Contractor for reasons caused by Contractor, Contractor shall use commercially reasonable efforts to promptly provide additional information to Customer including by electronic posting of the expected period of delay and, upon request, of the steps available, if any, to minimize the delay. If the extended delivery date is anticipated to be more than thirty (30) calendar days beyond the originally scheduled delivery date, the parties will work in good faith to resolve any ordering issues pursuant to the order escalation process.

8.4 Shipping terms are FOB destination, shipping and handling prepaid by Contractor. The method of shipment shall be consistent with the nature of the products and hazards of transportation. Title and risk of loss shall pass to Customer upon delivery.

8.5 If Customer requests delivery of products to Customer's forwarding agent or other representative, Customer assumes responsibility for compliance with applicable export laws and regulations.

8.6 Contractor is not liable for damage or penalty for delay in delivery or for failure to give notice of delay. Contractor shall not have any liability in connection with product shipment other than as set forth in this Section.

All sales are final. Except as provided in Contractor's Limited Warranty, Contractor only permits the return of un-opened products due to Contractor's shipping or order processing error, or damage in transit. No other returns are authorized under this Master Agreement. Warranty returns will not be subject to any restocking charges.

9. FORCE MAJEURE Neither party to this Master Agreement shall be held responsible for delay or default caused by including, but not limited to, fire, riot, acts of God and/or war which is beyond that party's reasonable control. WSCA-NASPO may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of the Master Agreement.

The obligations and rights of the excused party shall be extended on a day-by-day basis for the time period equal to the period of the excusable delay. When payments are delayed solely due to a force majeure event, late fees with respect to such payment will not accrue during the period of such force majeure event.

10. GOVERNING LAW This procurement and the resulting agreement shall be governed by and construed in accordance with the laws of the state sponsoring and administering the procurement. The construction and effect of any Participating Addendum or order against the Master Agreement(s) shall be governed by and construed in accordance with the laws of the Participating Entity's State. Venue for any claim, dispute or action concerning an order placed against the Master Agreement(s) or the effect of a Participating Addendum shall be in the Purchasing Entity's State.

11. INDEMNIFICATION

Each party to this Agreement shall defend, indemnify, and hold harmless the other, its corporate affiliates and their respective officers, directors, employees, and agents and their respective successors and assigns from and against any and all claims, losses, liabilities, damages, and expenses (including, without limitation, reasonable attorneys' fees), including without limitation those based on contract or tort, arising out of or in connection with a claim, suit, or proceeding brought by a third party based upon bodily injury (including death) or damage to tangible personal property (not including lost or damaged data) arising from the negligent or intentional acts or omissions of the indemnifying party or its subcontractors, or the officers, directors, employees, agents, successors, and assigns of any of them. In the event that the indemnified party's or a third party's negligent or intentional acts or omissions contributed to cause the injury or damage for which a claim of indemnity is being asserted against the indemnifying party hereunder, the damages and expenses (including, without limitation, reasonable attorneys' fees) shall be allocated or reallocated, as the case may be, between the indemnified party, the indemnifying party, and any other party bearing responsibility in such proportion as appropriately reflects the relative fault of such parties, or their subcontractors, or the officers, directors, employees, agents, successors, and assigns of any of them, and the liability of the indemnifying party shall be proportionately reduced.

The foregoing indemnification obligations are conditioned upon the indemnified party promptly notifying the indemnifying party in writing of the claim, suit, or proceeding for which the indemnifying party is obligated under this Subsection, cooperating with, assisting, and providing information to, the indemnifying party as reasonably required, and granting the indemnifying party the exclusive right to defend or settle such claim, suit, or proceeding; provided that any such settlement or compromise includes a release of the indemnified party from all liability arising out of such claim, suit or proceeding.

12. INDEMNIFICATION – INTELLECTUAL PROPERTY

12.1 Contractor will have the obligation to defend any claim, action, suit, or proceeding ("IPR Claim") brought against Purchaser so far as it is based on a claim that any product supplied under this Master Agreement infringes Third Party IPR (as defined below). Contractor will indemnify Purchaser against any final judgment entered in respect of such an IPR Claim by a court of competent jurisdiction and against any settlements arising out of such an IPR Claim.

Contractor's obligations to defend the IPR Claim and indemnify the Purchaser are conditional upon:

- 12.1.1 Purchaser notifying Contractor promptly in writing of the IPR Claim or threat thereof;
 - 12.1.2 Purchaser giving Contractor full and exclusive authority for the conduct of the defense and settlement of the IPR Claim and any subsequent appeal; and
 - 12.1.3 Purchaser giving Contractor all information and assistance reasonably requested by Contractor in connection with the conduct of the defense and settlement of the IPR Claim and any subsequent appeal.
- 12.2 For the purposes of this Master Agreement, "Third Party IPR" means a United States copyright existing as at the date of order or a United States patent issued as at the date of order.
- 12.3 If an IPR Claim has been made, or in Contractor's reasonable opinion is likely to be commenced, Purchaser agrees to permit Contractor, at its option and expense, either to: (a) procure for Purchaser the right to continue using the product; (b) replace or modify the product so that it becomes non-infringing; or (c) immediately terminate both parties' respective rights and obligations under this Master Agreement with regard to the product, in which case Purchaser will return the product to Contractor and Contractor will refund to Purchaser the price originally paid by Purchaser to Contractor for the product, as depreciated or amortized by an equal annual amount over three (3) years from date of original shipment.
- 12.4 Notwithstanding the foregoing, Contractor has no liability for, and Purchaser will defend and indemnify Contractor against, any IPR Claim arising from:
- 12.4.1 the combination, operation, or use of a product supplied under this Master Agreement with any product, device, or software not supplied by Contractor;
 - 12.4.2 a Claim that asserts damages based upon the amount or duration of use which Purchaser makes of the product, revenue earned by Purchaser from services it provides which utilize the product, or services offered by Purchaser to external or internal customers;
 - 12.4.3 the alteration or modification of any product supplied under this Master Agreement from and after the date such product is so supplied and such alteration or modification is not made by Contractor;
 - 12.4.4 Contractor's compliance with Purchaser's designs, specifications, or instructions; or
 - 12.4.5 Purchaser's use of the product after Contractor has informed Purchaser of modifications or changes in the product required to avoid such an IPR Claim if the alleged infringement would have been avoided by implementation of Contractor's recommended modifications or changes.

THIS SECTION STATES THE ENTIRE OBLIGATION OF CONTRACTOR AND ITS SUPPLIERS, AND THE EXCLUSIVE REMEDY OF PURCHASER, IN RESPECT OF ANY INFRINGEMENT OR ALLEGED INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS OR PROPRIETARY RIGHTS. THIS INDEMNITY OBLIGATION AND REMEDY ARE GIVEN TO PURCHASER SOLELY FOR ITS BENEFIT AND IN LIEU OF, AND CONTRACTOR DISCLAIMS, ALL WARRANTIES, CONDITIONS, AND OTHER TERMS OF NON-INFRINGEMENT WITH RESPECT TO ANY PRODUCT.

Limitation of Liability. Except for those obligations under Intellectual Property Infringement, General Indemnity, notwithstanding anything else herein, all liability of Contractor and its suppliers to any Participating Entity for claims arising under this Agreement, the applicable Participating Addendum, or otherwise shall be limited to Three Million Dollars (\$3,000,000). This limitation of liability is cumulative and not per incident.

Waiver of Consequential and Other Damages. In no event shall Contractor or its suppliers be liable for any incidental, special, indirect, or consequential damages, or lost or damaged data (except for a loss of

Purchaser data caused by Contractor's negligence), arising in tort (including negligence), or otherwise, even if Contractor or its suppliers have been informed of the possibility thereof.

13. INDEPENDENT CONTRACTOR The contractor shall be an independent contractor, and as such shall have no authorization, express or implied to bind WSCA-NASPO or the respective states to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for WSCA-NASPO or the states, except as expressly set forth herein.

14. INDIVIDUAL CUSTOMER Except to the extent modified by a Participating Addendum, each Participating Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or to recover any costs allowed in the Master Agreement and applicable Participating Addendum for their purchases. Each Participating Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Participating Entity individually.

15. INSURANCE Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in the Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or at a Participating Entity's option, result in termination of its Participating Addendum.

Coverage shall be written on an occurrence basis. The limits shall be as indicated below, with no deductible for each of the following categories:

- a) Commercial General Liability covering the risks of bodily injury (including death), property damage and personal injury, including coverage for contractual liability, with a limit of \$1 million per occurrence/\$2 million general aggregate;
- b) Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

Contractor shall pay premiums on all insurance policies.

Prior to commencement of the work, Contractor shall provide to the Participating Entity a written endorsement to the Contractor's general liability insurance policy that (i) names the Participating Entity as an additional insured, but only to the extent of liabilities falling within Contractor's indemnity obligations pursuant to the terms of this Master Agreement, and (ii) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of the Participating Entity as secondary and noncontributory.

Contractor shall furnish to Participating Entity copies of certificates of all required insurance within thirty (30) calendar days of the Participating Addendum's effective date and prior to performing any work. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage may, at State's sole option, result in this Master Agreement's termination. In addition, should any of the required insurance be cancelled or non-renewed, Contractor shall immediately replace such insurance and provide to Participating Entity a certificate of insurance evidencing the replacement insurance.

Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement.

16. LAWS AND REGULATIONS Any and all supplies, services and equipment offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

17. LICENSE OF PRE-EXISTING INTELLECTUAL PROPERTY

17.1 License. Conditioned upon compliance with the terms and conditions of the license granted herein or as represented in Contractor's End User License Agreement, Contractor grants to

Customer a nonexclusive and nontransferable license to use for Customer's internal business purposes the Software and the Documentation for which Customer has paid the required license fees, subject to the terms herein and Exhibit 1, End User License Agreement.

Customer's license to use the Software shall be limited to, and Customer shall not use the Software in excess of, a single hardware chassis or card or that number of agent(s), concurrent users, sessions, IP addresses, port(s), seat(s), server(s), or site(s), as set forth in the applicable Purchase Order which has been accepted by Contractor and for which Customer has paid to Contractor the required license fee.

Unless otherwise expressly provided in the documentation, Customer shall use the Software solely as embedded in, for execution on, or (where the applicable documentation permits installation on non-Contractor equipment) for communication with Contractor equipment owned or leased by Customer and used for Customer's internal business purposes. For evaluation or beta copies for which Contractor does not charge a license fee, the above requirement to pay license fees does not apply.

17.2 General Limitations. This is a license, not a transfer of title, to the Software and Documentation, and Contractor retains ownership of all copies of the Software and Documentation. Customer acknowledges that the Software and Documentation contain trade secrets of Contractor, its suppliers or licensors, including but not limited to the specific internal design and structure of individual programs and associated interface information. Accordingly, except as otherwise expressly provided under this Agreement, Customer shall have no right, and Customer specifically agrees not to:

17.2.1 transfer, assign or sublicense its license rights to any other person or entity, or use the Software on unauthorized or secondhand Contractor equipment, and Customer acknowledges that any attempted transfer, assignment, sublicense, or use shall be void;

17.2.2 except as approved in writing by Contractor, make error corrections to or otherwise modify or adapt the Software or create derivative works based upon the Software, or permit third parties to do the same;

17.2.3 reverse engineer or decompile, decrypt, disassemble, or otherwise reduce the Software to human-readable form, except to the extent otherwise expressly permitted under applicable law notwithstanding this restriction;

17.2.4 use or permit the software (other than embedded in the product) to be used to perform services for third parties, whether on a service bureau or time sharing basis or otherwise, without the express written authorization of Contractor; or

17.2.5 except and to the extent expressly required by a Participating State's applicable records laws or final court order (provided that the Participating State provides: (1) prior written notice to Contractor of such obligation and (2) the opportunity to oppose such disclosure, provision, or otherwise making available), disclose, provide, or otherwise make available trade secrets contained within the Software and Documentation in any form to any third party without the prior written consent of Contractor. Customer shall implement reasonable security measures to protect such trade secrets.

To the extent required by law, and at Customer's written request, Contractor shall provide Customer with the interface information needed to achieve interoperability between the Software and another independently created program, on payment of Contractor's applicable fee, if any. Customer shall observe strict obligations of confidentiality with respect to such information and shall use such information in compliance with any applicable terms and conditions upon which Contractor makes such information available.

17.3 Software, upgrades/updates, and additional copies.

NOTWITHSTANDING ANY OTHER PROVISION OF THIS MASTER AGREEMENT: (1) CUSTOMER HAS NO LICENSE OR RIGHT TO USE ANY ADDITIONAL COPIES OR

UPGRADES UNLESS CUSTOMER, AT THE TIME OF ACQUIRING SUCH COPY OR UPGRADE, ALREADY HOLDS A VALID LICENSE TO THE ORIGINAL SOFTWARE AND HAS PAID THE APPLICABLE FEE FOR THE UPGRADE OR ADDITIONAL COPIES; (2) USE OF UPGRADES IS LIMITED TO CONTRACTOR EQUIPMENT FOR WHICH CUSTOMER IS THE ORIGINAL END USER PURCHASER OR LESSEE OR WHO OTHERWISE HOLDS A VALID LICENSE TO USE THE SOFTWARE WHICH IS BEING UPGRADED; AND (3) THE MAKING AND USE OF ADDITIONAL COPIES IS LIMITED TO NECESSARY BACKUP PURPOSES ONLY.

- 17.4 Proprietary Notices. Customer agrees to maintain and reproduce all copyright and other proprietary notices on all copies, in any form, of the Software in the same form and manner that such copyright and other proprietary notices are included on the Software. Except as expressly authorized in this Agreement, Customer shall not make any copies or duplicates of any Software without the prior written permission of Contractor.
- 17.5 Term and Termination of License. This license granted herein shall remain effective until terminated. Customer may terminate the license at any time by destroying all copies of Software and any Documentation except as to the minimum number of copies required by law to keep for archival records purposes only. Customer's rights under this license will terminate immediately if Customer fails to comply with any material provision of this license and Contractor will give Customer notice of such non-compliance. Upon termination, Customer shall destroy all copies of Software and Documentation in its possession or control.
- 17.6 Customer Records. Customer grants to Contractor and its independent accountants the right to examine Customer's books, records, and accounts during Customer's normal business hours to verify compliance with this license. In the event such audit discloses non-compliance with this license, Customer shall promptly pay to Contractor the appropriate license fees, plus the reasonable cost of conducting the audit. In all other circumstances, the audit fees shall be paid by Contractor.

18. NO WAIVER OF SOVEREIGN IMMUNITY In no event shall this Master Agreement, any Participating Addendum or any contract or any purchase order issued thereunder, or any act of a Lead State or a Participating Entity, be a waiver by the Participating Entity of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

If a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the Participating State. This section applies to a claim brought against the Participating State only to the extent Congress has appropriately abrogated the Participating State's sovereign immunity and is not consent by the Participating State to be sued in federal court. This section is also not a waiver by the Participating State of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

19. ORDER NUMBERS Master Agreement order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence. Any such information will be per Contractor's existing free form structure, without customization. The purchase order numbers reflect Contractor's Fulfillment Partner purchase order numbers; however, Contractor will request that its Fulfillment Partners use reasonable efforts to provide the Customer purchase order number in the free form notes.

ORDERS. Notwithstanding anything contained in the Master Agreement to the contrary:

1. Contractor reserves the right to require that purchases be made through Fulfillment Partners. Where so required by Contractor, Purchasers shall not order Products or Services directly from Contractor and shall order same from Fulfillment Partner. Purchaser shall purchase products by issuing a written or electronic Purchase Order, signed or (in the case of electronic transmission) sent by its authorized representative, indicating specific products, quantity, unit price, total

purchase price, shipping instructions, requested delivery dates, bill-to and ship-to addresses, tax exempt certifications, if applicable, and any other special instructions.

2. Any contingencies on Purchaser's Purchase Orders are not binding upon Contractor. The terms and conditions of this Master Agreement and applicable Participating Addendum prevail, regardless of any additional or conflicting terms on the Purchase Order, or other correspondence from Purchaser to Contractor and any additional or conflicting terms are deemed rejected by Contractor unless Contractor has expressly agreed to such terms in writing. Mere acceptance or processing of a Purchase Order, Order, or Order Document containing such terms shall not constitute such express consent.
3. All Purchase Orders are subject to Contractor's reasonable acceptance (including performing any related credit checks). Contractor shall use commercially reasonable efforts to accept or reject orders in writing within ten (10) days from receipt, or within three (3) business days, if orders are placed electronically.
4. Purchaser may defer product shipment up to thirty (30) days from the originally scheduled shipping date, provided written notice is received by Contractor at least ten (10) days before the originally scheduled shipping date. Cancelled orders, rescheduled deliveries, or product configuration changes made by Purchaser less than ten (10) days before the original shipping date are subject to Contractor's acceptance and a charge of fifteen percent (15%) of the total invoice amount relating to the affected Product(s). Contractor reserves the right to reschedule delivery due to configuration changes made within ten (10) days of scheduled shipment. No cancellation shall be accepted by Contractor where products are purchased with implementation services, including but not limited to design, customization, or installation services, except as may be set forth in the agreement or Statement of Work under which the services are to be rendered. Notwithstanding anything to the contrary, if Contractor is delayed in shipping the product for thirty (30) days or more from the original shipping date, the Customer may cancel the order without charge.
5. Services. Purchaser may place Purchase Orders for the various services offered by Contractor. The provision of any such services, if accepted by Contractor, shall be subject to the terms and conditions set forth in this Agreement, including the Master Services Agreement attached hereto as Exhibit 2, as well as the then-current terms of service offerings set forth on Contractor's website at <http://www.cisco.com/legal/services.html>. Contractor reserves the right to subcontract services to a third party maintenance organization to provision services for Purchaser.
6. All stated prices are exclusive of any taxes, fees, and duties or other similar amounts, however designated, and including without limitation value added, sales and withholding taxes which are levied or based upon such prices, charges, or upon this Master Agreement. Purchaser will pay sales and use taxes, if any, imposed on the Products and Services acquired under this Master Agreement, or furnish proof of its tax-exempt status upon request. Contractor will pay all other taxes based on Contractor's income or gross receipts, or personal property taxes levied or assessed on Contractor's personal property. In the event that the Purchaser is exempt from property and sales taxes, it will not be charged same.
7. Notwithstanding anything contained in the Master Agreement to the contrary, modifications which Contractor deems necessary to comply with specifications, changed safety standards or governmental regulations, to make the product non-infringing with respect to any patent, copyright, or other proprietary interest, or to otherwise improve the product may be made at any time by Contractor without prior notice to or consent of Purchaser or WSCA, and such altered product shall be deemed fully conforming. Contractor shall employ commercially reasonable efforts to announce, including by electronic posting, product discontinuance or changes other than those set forth in the previous sentence in accordance with Contractor's End-of-Life Policy, which is found at the following URL: <http://www.cisco.com/c/en/us/products/eos-eol-policy.html>. Purchaser may make a last-time purchase of such products as set forth in such policy.

20. PARTICIPANTS WSCA-NASPO is the cooperative purchasing arm of the National Association of State Procurement Officials. It is a cooperative group contracting consortium for state government

departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.) for all 50 states, the District of Columbia and the organized US territories. Obligations under this Master Agreement are limited to those Participating States who have signed a Participating Addendum where contemplated by the solicitation. Participating States incur no financial obligations on behalf of political subdivisions. Unless otherwise specified in the solicitation, the resulting award(s) will be permissive. Purchaser under a *Participating Addendum* shall have no liability to Contractor beyond funds that are appropriated and made available to the Purchaser by the applicable legislative body. If sufficient funds are not appropriated by legislative action to a Purchaser as to any future period, Purchaser may terminate its Order(s) prospectively as to such future performance impacted by and to the extent of non-appropriation, or otherwise work with Contractor to arrive at a mutually acceptable resolution of the situation. Purchaser shall notify Contractor in writing of such non-appropriation within thirty (30) calendar days of final legislative action.

21. ENTITY PARTICIPATION Use of specific WSCA-NASPO cooperative Master Agreements by state agencies, political subdivisions and other entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

22. PAYMENT

Upon and subject to credit approval by Contractor, payment is net thirty (30) days from invoice date. Invoices for products ordered without implementation services shall be rendered by Contractor on or after the date of delivery of such products to the Purchaser. If, at any time, Purchaser is delinquent in payment, or is otherwise in breach of this contract, Contractor may, without prejudice to other rights, withhold shipment (including partial shipments) of any order or require Purchaser to prepay for further shipments. Any sum not paid by Purchaser when due shall bear interest until paid at a rate of 1 percent per month (12 percent per annum) or the maximum legal rate, whichever is less. Purchaser grants Contractor a security interest in products purchased under this contract to secure payment for those products purchased which security interest shall expire upon full payment in accordance with the terms. If requested by Contractor, Purchaser agrees to execute financing statements to perfect this security interest. Payments may be made via a State or political subdivision "Purchasing Card" to Fulfillment Partners under this contract.

Where permitted by the law of the Participating State/Entity, lease financing is an allowable payment option under the resulting contract. The terms and conditions of the capital lease financing arrangement with Cisco Capital, or its designated and/or approved financing partner, will be set forth between the purchaser and Cisco Capital or its designated and/or approved financing partner.

23. PUBLIC INFORMATION This Master Agreement and all related documents are subject to disclosure pursuant to the Participating Entity's public information laws.

24. RECORDS ADMINISTRATION AND AUDIT The contractor will maintain, or require the maintenance of all records necessary to properly account for the payments made to the contractor for costs authorized by this Master Agreement. These records will be retained by the contractor for at least four years after the Master Agreement terminates, or until all audits initiated within the four years have been completed, whichever is later. The contractor agrees to allow WSCA-NASPO, State and Federal auditors, and state agency staff access to all the records of this Master Agreement and any order placed under this Master Agreement, for audit and inspection, and monitoring of services. Such access will be 1) with at least ten (10) business days advance written notice, during normal business hours, 2) shall not unduly interrupt or interfere with Contractor's normal business operations, and 3) in the event that such audit is conducted by a third party, such third party shall, prior to conducting such audit, execute a confidentiality agreement for the benefit of Contractor in a form reasonably satisfactory to Contractor.

25. REPORTS and ADMINISTRATIVE FEES The contractor shall submit quarterly reports to the WSCA-NASPO Contract Administrator showing the quantities and dollar volume of purchases by each participating entity.

The contractor must pay a WSCA-NASPO administrative fee of one quarter of one percent (.25%) in accordance with the terms and conditions of the Master Agreement. The WSCA-NASPO administrative fee shall be submitted quarterly and is based on sales of products and services. The WSCA-NASPO administrative fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.

Additionally, some States may require that an additional fee be paid directly to the State on purchases made by procuring entities within that State. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated in a Participating Addendum that is made a part of the Master Agreement. The contractor may adjust the Master Agreement pricing accordingly for purchases made by procuring agencies within the jurisdiction of the State. All such agreements may not affect the WSCA-NASPO administrative fee or the prices paid by the procuring agencies outside the jurisdiction of the State requesting the additional fee.

26. STANDARD OF PERFORMANCE AND ACCEPTANCE Purchaser has thirty (30) days after Product delivery to inspect the Product for external damage and for any concealed damage ("Acceptance Period"). If external or concealed damage is revealed during the Acceptance Period, then Purchaser shall notify Contractor. At Contractor's option, Contractor shall 1) repair such damage, 2) ship a replacement, or 3) refund the purchase price (upon return of the Product). After such Acceptance Period the Products shall be deemed accepted.

27. Section Intentionally Left Blank.

28. TITLE OF PRODUCT Title and risk of loss shall pass to Purchaser upon delivery. Any transfers of Embedded Software shall be per Contractor's then-current Transfer and Re-Licensing Policy.

29. WAIVER OF BREACH Failure of Lead State or Participating Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State or Participating Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or breach of any terms or requirements shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement or Participating Addendum.

30. WARRANTY

All products are sold with Contractor's standard limited warranty listed below:

- 30.1 **Hardware.** Contractor warrants that from the date of shipment by Contractor to Customer, and continuing for a period of the longer of (a) ninety (90) days or (b) the period set forth in the Warranty Card accompanying the product, the Hardware will be free from defects in material and workmanship, under normal use. This limited warranty extends only to the original user of the product. Customer's sole and exclusive remedy and the entire liability of Contractor and its suppliers under this limited warranty will be, at Contractor's or its service center's option, shipment of a replacement within the period and according to the replacement process described in the Warranty Card, or a refund of the purchase price, if the Hardware is returned to the party supplying it to Customer, if different than Contractor, freight and insurance prepaid. Contractor replacement parts, used in Hardware repair, may be new or equivalent to

new. Contractor's obligations hereunder are conditioned upon the return of affected products, in accordance with Contractor's then-current Return Material Authorization (RMA) procedures.

- 30.2 **Software.** Contractor warrants that from the date of delivery by Contractor to Customer (but in case of resale by a Contractor reseller, commencing not more than ninety (90) days after original shipment by Contractor), and continuing for a period of the longer of (a) ninety (90) days or (b) the period set forth in the Warranty Card accompanying the product (if any): (a) the media on which the Software is furnished will be free of defects in materials and workmanship, under normal use; and (b) the Software substantially conforms to its published specifications. The date of shipment of a product by Contractor is set forth on the packaging material in which the product is shipped. Except for the foregoing, the Software is provided AS IS. This limited warranty extends only to the Customer who is the original licensee. Customer's sole and exclusive remedy and the entire liability of Contractor and its suppliers under this limited warranty will be, at Contractor or its service center's option, repair, replacement, or refund of the Software if reported (or, upon request, returned) to the party supplying the Software to Customer, if different than Contractor. In no event does Contractor warrant that the Software is error free or that Customer will be able to operate the Software without problems or interruptions. In addition, due to the continual development of new techniques for intruding upon and attacking networks, Contractor does not warrant that the Software or any equipment, system, or network on which the Software is used will be free of vulnerability to intrusion or attack.
- 30.3 **Restrictions.** This warranty does not apply if the product (a) has been altered, except by Contractor, (b) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by Contractor, (c) has been subjected to abnormal physical or electrical stress, misuse, negligence, or accident; or (d) is sold or, in the case of Software, licensed, for beta, evaluation, testing, or demonstration purposes for which Contractor does not receive a payment of purchase price or license fee.
- 30.4 **DISCLAIMER OF WARRANTY.** EXCEPT AS SPECIFIED IN THIS WARRANTY, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, SATISFACTORY QUALITY, OR ARISING FROM A COURSE OF DEALING, LAW, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. TO THE EXTENT AN IMPLIED WARRANTY CANNOT BE EXCLUDED, SUCH WARRANTY IS LIMITED IN DURATION TO THE WARRANTY PERIOD. This disclaimer shall apply even if the above-stated warranty fails of its essential purpose.

The above warranty does not apply to any beta software, any software made available for testing or demonstration purposes, any temporary software modules or any software for which Contractor does not receive a license fee. All such software is provided AS IS without any warranty whatsoever.

31. ASSIGNMENT OF ANTITRUST RIGHTS Contractor irrevocably assigns to a Participating Entity any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided to the Contractor for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at a Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

Contractor shall require any subcontractors hired to perform any of Contractor's obligations, under this Master Agreement or Participating Addendum, to irrevocably assign to a Participating Entity, as third party beneficiary, any right, title or interest that has accrued or which may accrue in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided to the subcontractor for the purpose of carrying out the subcontractor's obligations to

the Contractor in pursuance of this Master Agreement or Participating Addendum, including, at a Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

32. WSCA-NASPO eMARKET CENTER Awarded responders are required to participate in the WSCA-NASPO eMarket Center and, working through WSCA-NASPO's contractor (SciQuest), connect with the eMarket Center. The ideal situation would be to use either a hosted (by SciQuest) or Punchout Level 2 catalog configurations, but actual requirements will be determined by the Lead State Contract Administrator, WSCA-NASPO, WSCA-NASPO's contractor (SciQuest) and the awarded contractor, after award. Participation does not require an awarded responder to have any special level of technology or technological understanding.

Definitions

Contractor - means the person or entity delivering Products or performing services under the terms and conditions set forth in this Master Agreement.

Lead State - means the State conducting this cooperative solicitation and centrally administering any resulting Master Agreement with the permission of the Signatory States.

Master Agreement – means the underlying agreement executed by and between the Lead State, as WSCA-NASPO contract administrator, acting on behalf of WSCA-NASPO, and the Contractor, as now or hereafter amended.

Order - means any purchase order, sales order, or other document used by a Participating Entity to order the Products.

Participating Addendum - means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any other additional Participating Entity specific language or other requirements ,e.g. ordering procedures specific to the Participating Entity, other terms and conditions.

Participating Entity - means a state, or other legal entity, properly authorized by a state to enter into the Master Agreement or Participating Addendum or who is authorized to order under the Master Agreement or Participating Addendum.

Product - Any equipment, software (including embedded software), documentation, or deliverable supplied or created by the Contractor pursuant to this Master Agreement.

WSCA-NASPO -is a cooperative group contracting consortium for state procurement officials, representing departments, institutions, agencies, and political subdivisions (i.e., colleges, school districts, counties, cities, etc.) for all states and the District of Columbia. WSCA-NASPO is a cooperative purchasing arm of the National Association of State Procurement Officials (NASPO).

Additional Definitions and Alternative Terms

Customer - see "Purchaser" or "Participating Entity."

Documentation – means user manuals, training materials, product descriptions and specifications, technical manuals, license agreements, supporting materials, and other information relating to Products or Advanced Services offered by Contractor, whether distributed in print, electronic, CD-ROM, or video format.

Effective Date – means June 1, 2014.

Fulfillment Partner (also referred to as "Reseller" or "Authorized Reseller") - means a third-party contractor qualified and authorized by Contractor, and approved by the Participating State under a Participating Addendum, who may, to the extent authorized by Contractor, fulfill any of the requirements of this Master Agreement including but not limited to providing Products and Services under this Master Agreement and billing Purchasers directly for such Products and Services. Contractor may, upon written

notice to the Participating State, add or delete authorized Fulfillment Partners as necessary at any time during the contract term. Fulfillment Partner has no authority to amend this Master Agreement or to bind Contractor to any additional terms and conditions.

Participating State – see “Participating Entity.”

Purchaser - (also referred to as “Customer”) means: (a) the Lead State, (b) any office, department, commission, council, board, committee, institution, legislative body, agency, public authority, public benefit corporation, other government corporation, or public educational institution of a Participating State or a Local Public Body within such Participating State, provided that such entity is authorized, under applicable laws, rules and/or regulations of the Participating State, (i) to purchase Product(s) and Services pursuant to this Master Agreement solely by execution of the applicable Participating Addendum, and (ii) to legally bind such body to the terms of such agreement solely by the issuance of a Purchase Order, Order, or Order Document in accordance with and pursuant to this Master Agreement, and (iii) has been authorized by the WSCA Contract Manager and Contractor to participate under this Master Agreement.

Purchase Order – see “Order.”

Services - “Services” means those services within the scope of this Master Agreement, to include the attached Master Services Agreement, and listed on Contractor’s then-current Global Price List, including consulting, training, installation and maintenance services, and/or other services related to the products being acquired and further described at cisco.com and which are subject to the terms of service set forth in the SOW Terms and Conditions.

(Revised March 2013)



Exhibit 1 — Additional Vendor Terms and Conditions

End User License Agreement (EULA)

Cisco Systems, Inc. or its affiliate licensing the software ("Cisco") is willing to license this software to you only upon the condition that you purchased the software from an approved source and that you accept all of the terms contained in this end-user license agreement plus any additional limitations on the license set forth in a supplemental license agreement accompanying the product, available at the time of your order, or posted on the Cisco website at www.cisco.com/go/terms (collectively, the "agreement"). To the extent of any conflict between the terms of this end-user license agreement and any supplemental license agreement, the supplemental license agreement shall apply. By downloading, installing, or using the software, you are representing that you purchased the software from an approved source and binding yourself to the agreement. If you do not agree to all of the terms of the agreement, then Cisco is unwilling to license the software to you and (a) you may not download, install, or use the software, and (b) you may return the software (including any unopened cd package and any written materials) for a full refund, or (c), if the software and written materials are supplied as part of another product, you may return the entire product for a full refund. Your right to return and refund expires 30 days after purchase from an approved source, and applies only if you are the original and registered end user purchaser. For the purposes of this end-user license agreement, an "approved source" means (a) Cisco; or (b) a distributor or systems integrator authorized by Cisco to distribute/sell Cisco equipment, software, and services within your territory to end users; or (c) a reseller authorized by any such distributor or systems integrator in accordance with the terms of the distributor's agreement with Cisco to distribute/sell the Cisco equipment software and services within your territory to end users.

Please note that the remaining license terms are addressed in the WSCA – NASPO Master Agreement Terms and Conditions.



Exhibit 2 — Additional Vendor Terms and Conditions

Master Services Agreement

This Master Services Agreement governs all Orders for Services placed under the WSCA NASPO Master Agreement Terms and Conditions ("WSCA Master Agreement").

This Agreement is entered into between Cisco Systems, Inc. ("Cisco"), a California corporation having its principal place of business at 170 West Tasman Drive, San Jose, California, 95134 and the WSCA-NASPO Cooperative Purchasing Organization LLC ("WSCA"), on behalf of their Public Sector Customers formed under the laws of United States ("Customer") having its principal place of business at State of Utah, Division of Purchasing and General Services, State Office Building, Capitol Hill, Room 3150, Salt Lake City, UT 84114-1061, United States, and is entered into as June 1, 2014.

This Master Services Agreement consists of (i) the Master Services Agreement Terms and Conditions (including the Exhibits), (ii) incorporated Sections from the WSCA NASPO Terms and Conditions and (iii) the Services Descriptions of the Services at cisco.com that the WSCA Customer may elect to purchase, which are incorporated in this Agreement by this reference.

Master Services Agreement - Terms and Conditions

1. **Definitions** are those set out in the Exhibit A, Glossary of Terms at the end of the Agreement.
2. **Scope.** This Agreement describes the terms and conditions for Purchases by Customer of Services. Customer will be entitled to receive Services for which (i) the applicable Services fees have been paid, (ii) a valid Software license has been granted, and (iii) Customer provides information requested by Cisco such as valid serial numbers, site location, contract number, and Product type.
3. **Orders.** Terms of this Section are covered in the WSCA NASPO Terms and Conditions.
4. **Pricing.** For Direct Purchases, and subsequent Equipment List renewals, prices for Services shall be (a) those specified in Cisco's then-current Price List less any applicable contract discount in effect under the WSCA Master Agreement at the time of acceptance of the Purchase Order by Cisco, or (b) those set forth in a written price quotation submitted by Cisco or its Fulfillment Partner, if at or below the stated contract discount. All stated prices are exclusive of taxes, fees, and duties or other amounts in accordance with the WSCA Master Agreement. Any taxes related to Services purchased pursuant to this Agreement shall be paid by Customer or Customer shall present an exemption certificate acceptable to the taxing authorities. Applicable taxes shall be billed as a separate item on the invoice, to the extent possible. In the event that Customer is unable to provide valid and applicable serial number(s) for Product and Cisco agrees to provide Services, then Service fees payable by Customer shall be at Cisco's then-current time and materials or non-contract service rates.

Subject to the price discount floor established by Cisco under the WSCA Master Agreement, for Indirect Purchases, Fulfillment Partners are free to determine their resale prices unilaterally. Customer understands that no employee or representative of Cisco or anyone else has any authority to determine such resale prices, or to limit the Fulfillment Partners' pricing discretion with respect to Services.

5. **Payment.** Terms of this Section are covered in the WSCA NASPO Terms and Conditions.
6. **Invoicing.** Fees for Services, other than those for which a SOW is required, shall be invoiced in advance of delivery of Services. The timing of invoices for Services provided pursuant to a SOW shall be set forth in the respective SOW.
7. **Term and Termination.**

Cisco Systems, Inc.

- (a) The term of any service order shall commence on the Effective Date of the Order and shall continue for a period of one (1) year, or such other multi-year period as set forth in the purchase order or SOW. Such term will be renewed automatically for successive one (1) year terms unless either party notifies the other of its intent to terminate at least sixty (60) days prior to the expiration of the then current term.
- (b) The term of an Equipment List shall commence on the date set forth on such.
- (c) Equipment List, which may be up to sixty (60) days following the date of Purchase Order acceptance by Cisco. The term of an Equipment List shall be for a period of one (1) year and shall be renewed automatically for successive one (1) year terms, unless either party notifies the other of its intent to terminate at least sixty (60) days prior to the expiration of the then current one (1) year term.
- (d) The term of each SOW shall be stated in the SOW.

This Master Service Agreement may be terminated in accordance on the same terms as set forth in the WSCA Master Agreement. Any Equipment List or SOW may be terminated immediately by either party upon written notice.

If Services fees are not paid when due and payment has not been received within thirty (30) days after notice from Cisco of such past due payment, Cisco may withhold the provision of Services until all amounts past due are paid in full, and/or terminate immediately this Agreement, any Equipment List, and SOW.

- (e) Cisco reserves the right to make changes to the scope and content of the Services or part thereof, including terminating the availability of a given Service, at any time upon ninety (90) days' prior notice. Such changes will become effective upon renewal of the affected Equipment Lists and SOWs. If Customer does not agree to a change of scope or content, Customer may terminate any affected Equipment List or SOW by notifying Cisco at least sixty (60) days prior to the expiration of the then current one (1) year term of the Equipment List or SOW. In such case, Cisco shall continue to provide Services until the next expiration date of the affected Equipment List or SOW.
- (f) Each Equipment List and SOW hereunder shall terminate immediately upon termination of the Agreement.
- (g) Upon termination of the Agreement, any Equipment List, or SOWs, Customer shall pay Cisco for all work performed under the affected Equipment Lists or SOWs up to the effective date of termination at the agreed-upon prices, fees, and expense reimbursement rates.
- (h) Firm orders for services under this Master Services Agreement placed and accepted prior to expiration of the contract term, (even if involving a multi-year commitment) remain valid in accordance with the contract terms which shall remain binding as to such prior orders only for the term stated therein, and shall not otherwise constitute an extension of the Master Services Agreement.

Additional terms governing Term and Termination are covered in the WSCA NASPO Terms and Conditions.

- 8. **Confidentiality.** Terms of this Section are covered in the WSCA NASPO Terms and Conditions.
- 9. **Warranty.** All services provided hereunder shall be performed in a workmanlike manner in accordance with industry standards expected of a company providing professional services in the networking industry. Except as specified in this section, Cisco hereby disclaims and customer waives all representations, conditions, and warranties (whether express, implied, or statutory), including without limitation, any warranty or condition (a) of merchantability, fitness for a particular purpose, non-infringement, title, satisfactory quality, accuracy, (b) arising from any course of dealing, course of performance, or usage in the industry. To the extent an implied warranty cannot be disclaimed, such warranty is limited in duration to the applicable express warranty period. Customer's sole and

exclusive remedy for breach of warranty shall be, at Cisco's option, re-performance of the services; or termination of this agreement or the applicable equipment list or SOW and return of the portion of the service fees paid to Cisco by customer for such non-conforming services.

10. **Limitation of Liability and Consequential Damages Waiver.** Terms of this Section are covered in the WSCA NASPO Terms and Conditions.
11. **License.** Terms of this Section are covered in the WSCA NASPO Terms and Conditions.
12. **Ownership.** Cisco shall at all times retain all right, title, and interest in and to all pre-existing Intellectual Property owned by Cisco as of the Effective Date and all Intellectual Property in and to the Services, Cisco Products, Deliverables, and Data Collection Tools or other Intellectual Property provided or developed by Cisco or a third party on Cisco's behalf thereafter. Customer shall at all times retain all right, title, and interest in and to all pre-existing Intellectual Property owned by Customer as of the Effective Date and all Intellectual Property that is developed by Customer or by a third party on Customer's behalf thereafter without the benefit of any of Cisco's Intellectual Property. Third Party Products shall at all times be owned by the applicable third party.
13. **Force Majeure.** Terms of this Section are covered in the WSCA NASPO Terms and Conditions.
14. **Applicable law and Jurisdiction.** Terms of this Section are covered in the WSCA NASPO Terms and Conditions.
15. **Export Control.** Customer shall comply with such laws and regulations governing use, export, re-export, and transfer of Cisco Products and technology and will obtain all required U.S. and local authorizations, permits, or licenses. Information regarding compliance with U.S. use, export, re-export, and transfer laws may be found at: http://www.cisco.com/www/export/compliance_provision.html.
16. **Assignment.** Terms of this Section are covered in the WSCA NASPO Terms and Conditions.
17. **Subcontracting.** Cisco reserves the right to subcontract Services to a third party organization including Fulfillment Partners or Servicing Subcontractors (as defined in the WSCA Master Agreement) to provide Services to Customer; provided that invoicing and/or payments will only be handled by and through Cisco and its authorized Fulfillment Partners. Any such subcontract shall not relieve Cisco of any of its obligations under this Agreement.

If Contractor or its Fulfillment Partners are using servicing subcontractors for the performance of local marketing, maintenance, and/or technical support services in accordance with the terms and conditions of this Contract, servicing subcontractors may not directly accept purchase orders or payments for products or services from Purchasers under the terms and conditions of the contract. Only Contractor or Fulfillment Partners authorized by Cisco may directly accept purchase orders, invoice, or receive payments for products or services under the terms and conditions of the contract. The authorized Purchaser has the option of choosing whether to purchase the associated OEM maintenance and/or training to support the equipment purchased.
18. **Inventory Review.** From time-to-time Cisco may perform an inventory review of Customer's installed base and review serial numbers and other records (upon reasonable advance notice) to validate entitlement. Cisco will charge a Service fee if it finds that unauthorized Services are being provided. This Service fee includes amounts which should have been paid, interest, and attorneys' and audit fees. Attorneys' and audit fees will only be payable by the customer where the discrepancy exceeds 5 percent of the amount otherwise due and payable. Cisco requires that Customer take all necessary action (for example, disabling passwords) to ensure that any former employees and contractors do not access or use the Service.
19. **Notices.** Notwithstanding anything contained in the Agreement to the contrary, all notices required or permitted under this Agreement will be in writing and will be deemed given: (a) when delivered personally; (b) when sent by confirmed facsimile or electronic mail (in the case of Cisco to Agreement-notice@cisco.com), (provided that the original document is placed in air mail/air courier or delivered personally, within seven (7) days of the facsimile electronic notice); (c) three (3) days after having been sent by registered or certified mail, return receipt requested, postage prepaid (or six [6]

days for international mail); or (d) one (1) day after deposit with a commercial express courier specifying next day delivery (or two (2) days for international courier packages specifying 2-day delivery), with written verification of receipt. All communications will be sent to the addresses set forth on the cover sheet of this Agreement or such other address as may be designated by a party by giving written notice to the other party pursuant to this paragraph. Notwithstanding the above, notices regarding general changes in pricing, policies, or programs may also be by posting on Cisco.com or by email or fax.

20. **Entire Agreement.** This Master Services Agreement, in addition to the general provisions of the WSCA Master Agreement pertinent to Services, is the complete agreement between the parties concerning the subject matter of this Agreement and replaces any prior oral or written communications between the parties, except as agreed between the parties. There are no conditions, understandings, agreements, representations, or warranties expressed or implied, that are not specified herein. This Agreement may only be modified by a written document executed by the parties hereto.
21. **No Waiver.** The waiver by either party of any right provided under this Agreement shall not constitute a subsequent or continuing waiver of such right or of any other right under this Agreement.
22. **Severability.** In the event that one or more terms of this Agreement becomes or is declared to be illegal or otherwise unenforceable by any court of competent jurisdiction, each such term shall be null and void and shall be deemed deleted from this Agreement. All remaining terms of this Agreement shall remain in full force and effect. Notwithstanding the foregoing, if this paragraph is invoked and, as a result, the value of this Agreement is materially impaired for either party, as determined by such party in its sole discretion, then the affected party may terminate this Agreement by written notice with immediate effect to the other.
23. **Attorneys' Fees.** In any suit or proceeding relating to this Agreement, the prevailing party will have the right to recover from the other its costs and reasonable fees and expenses of attorneys, accountants, incurred in connection with the suit or proceeding, including costs, fees, and expenses upon appeal, separately from and in addition to any other amount included in such judgment. This provision is intended to be severable from the other provisions of this Agreement, and shall survive expiration or termination and shall not be merged into any such judgment unless the judgment expressly precludes survivability.
24. **No Agency.** This Agreement does not create any agency, partnership, joint venture, or franchise relationship. No employee of either party shall be or become, or shall be deemed to be or become, an employee of the other party by virtue of the existence or implementation of this Agreement. Each party hereto is an independent contractor. Neither party shall assume or create any obligation of any nature whatsoever on behalf of the other party or bind the other party in any respect whatsoever.
25. **Counterparts.** This Agreement may be executed in two counterparts, each of which shall be deemed an original and together which shall constitute one and the same instrument. A validly executed counterpart that is delivered by one party to the other via electronic transmission (a "Counterpart Image") shall be valid and binding to the same extent as one delivered physically, provided that the valid signature is clearly visible in the Counterpart Image. In the event that a party delivers a Counterpart Image in place of an originally-executed counterpart, such party shall retain the originally-executed counterpart in its files for at least the duration of the Term hereof.
26. **Headings.** Headings of sections have been added solely for convenience of reference and shall not be deemed part of this Agreement.
27. **Survival.** Sections 5 (Payment), 7 (Term and Termination), 8 (Confidentiality), 9 (Warranty), 10 (Limitation of Liability and Consequential Damages Waiver), 11 (License), 12 (Ownership), 13 (Force Majeure), 14 (Applicable Law and Jurisdiction), 15 (Export Control), Section 18 (Inventory Review), 19 (Notices), 20 (Entire Agreement), 21 (No Waiver), 22 (Severability), 23 (Attorneys' Fees), 24 (No Agency), 27 (Survival), and the Glossary of Terms shall survive the termination or expiration of this Agreement.



Exhibit A
Glossary of Terms

In addition to the Definitions set forth in the WSCA Master Agreement, the following definitions shall apply to this Services Agreement:

Additional Services means installation of new Hardware, system additions, Hardware upgrades, dispatch of a field engineer, or non-mandatory engineering changes otherwise within the scope of the WSCA Master Agreement.

Advance Replacement means shipment of replacement Field-Replaceable Unit (FRU) before receiving failed or defective FRU.

Advanced Services means the proactive Services within the scope of the WSCA Master Agreement, and as set forth in the AS Service Description(s) found at <http://www.cisco.com/go/servicedescriptions> throughout the term of the agreement and/or SOW(s) selected by the Customer. Advanced Services does not include Cisco's core maintenance services, such as SMARTnet or Software Application Services, nor does it apply to the purchase, support, or maintenance of any Products.

Advanced Services Engineer means the Cisco engineer appointed to be the main point of contact for a Customer purchasing Advanced Services.

Application Software means non-resident or standalone Software Products listed on the Price List and within the scope of the WSCA Master Agreement, that include but are not limited to Cisco Systems® Network management Software, security Software, IP telephony Software, Internet appliance Software, Cisco® Intelligent Contact Management Software, IP Contact Center Software, and Cisco Customer Interaction Suite Software.

Business Days means the generally accepted days of operation per week within the relevant region where the Services shall be performed, excluding local holidays as observed by Cisco.

Cisco.com (<http://www.cisco.com>) is the Cisco website for its suite of online services and information.

Confidential Information means proprietary and confidential Information received by Cisco or Customer in connection with the Agreement and their relationship. Such Confidential Information may include, but is not limited to, trade secrets, know how, inventions, techniques, processes, programs, schematics, Software source documents, data, Customer lists, financial information, and sales and marketing plans or information which the receiving party knows or has reason to know is confidential, proprietary, or trade secret information of the disclosing party, as well as, in the case of Cisco, any information posted on Cisco.com.

Customer as defined in the WSCA Master Agreement means the entity purchasing Services for its own internal use either directly or through a Fulfilment Partner.

Data Collection Tools means Hardware or Software tools that support Cisco's ability to provide troubleshooting on critical cases, data analysis, and report-generation capabilities.

Depot Time or Local Time means Central European Time for Services provided in Europe-Middle-East and Africa, Australia's Eastern Standard Time for Services provided in Australia, Japan's Standard Time for Services provided in Japan, and Pacific Standard Time for Services provided in all other locations.

Deliverable means, with respect to each SOW, the items specified as deliverables in the SOW.

Device Type means a Cisco supported Hardware Product (for example, Cisco Catalyst® 6509 Switch, GSR 12000, and Cisco 7200 Series Router).

Direct Purchases means purchases of Services by Customer directly from Cisco.

Documentation is user manuals, training materials, Product descriptions and specifications, technical manuals, license agreements, supporting materials, and other information relating to Products or Services offered by Cisco, whether distributed in print, electronic, CD-ROM, or video format.

Cisco Systems, Inc.



Equipment List means the list of Hardware and/or Software for which Cisco provides services.

Event means notification by Customer of its performance of a planned Network Hardware, Software, or configuration change.

Feature Set Upgrade means a separately licensed and priced Software release that contains an enhanced configuration or feature set.

Field-Replaceable Unit (FRU) means any component or subassembly of an item or unit of Hardware that reasonably can be replaced at Customer's location. FRUs also may be subject to size and weight limitations.

Four-hour Response means:

- (i) For Advance Replacement Service, the four-hour time period commences upon the Cisco problem diagnosis and determination that a FRU is required and ends when the FRU is delivered onsite.
- (ii) For onsite service, the four-hour time period commences upon the Cisco problem diagnosis and determination that remedial onsite service is required and ends when Cisco personnel arrive onsite.

Fulfilment Partner means a system integrator, distributor or reseller authorized by Cisco to sell Services under the WSCA Master Agreement in a Participating State.

Hardware means tangible Cisco equipment, devices, or components made available to Customers.

Indirect Purchases means purchases of Services by Customer through a Fulfilment Partner.

Intellectual Property means any and all tangible and intangible: (i) rights associated with works of authorship throughout the world, including but not limited to copyrights, neighboring rights, moral rights, and mask works, and all derivative works thereof, (ii) trademark and trade name rights and similar rights, (iii) trade secret rights, (iv) patents, designs, algorithms, and other industrial property rights, (v) all other intellectual and industrial property rights (of every kind and nature throughout the world and however designated) whether arising by operation of law, contract, license, or otherwise, and (vi) all registrations, initial applications, renewals, extensions, continuations, divisions, or reissues thereof now or hereafter in force (including any rights in any of the foregoing).

Level 1 means support that is defined as having the necessary technical staff (Cisco or Cisco-authorized Reseller) with appropriate skill, perform installations, Remedial Hardware Maintenance, and basic Hardware and Software configuration on Cisco Products.

Level 2 means support that is defined as having the necessary technical staff with the appropriate skills to perform isolation, replication, and diagnosis of Internet-based problems on Cisco Product(s). Customer shall not report Software bugs to Cisco prior to attempting to identify the source of such bugs and testing in Customer's Network where appropriate. If the Customer cannot duplicate the bug in Customer's Network, Customer and Cisco shall cooperate in attempting to replicate and resolve related Software bugs in either Customer's or Cisco's test facility as mutually agreed. In all cases Customer will address Software bugs on a best effort basis to replicate same in Customer's Network and document activity to Cisco before seeking further resolution with Cisco's participation.

Local Time means local time on Business Days.

Maintenance Release means an incremental Software release that provides maintenance fixes and may provide additional Software functions. Cisco designates Maintenance Releases as a change in the digits to the right of the tenths digit or of the hundredths digit of the Software version number [x.x(x) or x.x.x(x)].

Major Release means a release of Software that provides additional software functions. Cisco designates Major Releases as a change in the ones digit of the Software version number [(x).x.x].

Minor Release means an incremental release of Software that provides maintenance fixes and additional Software functions. Cisco designates Minor releases as a change in the tenths digit of the Software version number [x.(x).x].

Cisco Systems, Inc.



Network means a set of interconnected and interworking Cisco supported Hardware and Software that is implemented, operated, and supported by Customer from a single Network Operations Center (NOC).

Network Infrastructure means your core transport and aggregation Network technology (for example, metro optical, ATM/Frame Relay, IP core, and Cisco security devices including, but not limited to, Firewall, IDS, and VPN3000).

Network Infrastructure Size means the total value of Products in Customer's Network based on the global list price of the Products that Customer has purchased.

Participating State means a member of WSCA authorized under state law to participate under this Agreement who subsequently executes a Participating Addendum, or any other state or Local Public Body authorized by the WSCA Contract Manager and Cisco to be a party to the resulting Agreement who subsequently executes a Participating Addendum.

Price List means the price list for services applicable in the country where the Services are ordered or delivered.

Product means both Cisco Hardware and/or Software which are generally available.

Purchase Order or P.O. means a written or electronic order from Customer to Cisco for the Services to be provided by Cisco under this Agreement.

Remedial Hardware Maintenance means diagnosis and onsite replacement of Hardware components with FRUs.

RMA means Return Material Authorization.

Services means one or more of the services options selected by the Customer in its Purchase Order and described at: <http://www.cisco.com/go/servicedescriptions>.

Services Descriptions mean the detailed descriptions of the Services purchased by Customer which are incorporated in the MSA by reference.

Software means the software programs licensed to Customer by Cisco along with copies, Updates, or Upgrades to those software programs.

Standard Business Hours means (i) 8:00 AM to 5:00 PM, Depot time, on Business Days for replacement of failed Products and (ii) 8:00 AM to 5:00 PM, Local Time at location of the respective Cisco TAC, on Business Days for case handling of TAC calls.

Statement of Work (SOW) means the documents agreed upon by the parties that define Services and deliverables to be provided.

TAC means the Cisco Technical Assistance Center.

Technical Support Services means Services that provide both essential proactive and reactive operation and maintenance support Services identified as Technical Support Services at <http://www.cisco.com/go/servicedescriptions>.

Technology Application means specific technologies including, but not limited to, content networking, broadband, and IP telephony that do not operate at the Network Infrastructure level.

Third Party Products means third party Hardware and/or software, and all upgrades thereto, that are designated by Cisco as required for:

- (i) The operation of Application Software in conformance with Cisco applicable Application Software Documentation.
- (ii) Cisco support of the Application Software.

Transactional Advanced Services means the project related or consultancy Services sold under a Statement of Work.

Two-hour Response means:

- (i) For Advance Replacement, the two-hour time period commencing with Cisco's problem diagnosis and determination that a FRU is required and ending when the FRU is delivered onsite.



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- (ii) For onsite service, the two-hour time period commencing with our problem diagnosis and determination that remedial onsite service is required and ending when Cisco personnel arrive onsite.

Update means Cisco Software Maintenance Releases, Minor Releases, and Major Releases containing the same configuration or feature set as originally acquired, unless the Customer has upgraded the applicable Hardware or Software to a configuration or feature set other than what was originally acquired, and the applicable license fee for that upgrade has been paid. Updates do not include Feature Set Upgrades.

WSCA shall mean the WSCA NASPO Contracting Alliance (WSCA). WSCA is a cooperative group contracting consortium for state government departments, institutions, agencies, and political subdivisions (i.e., colleges, school districts, counties, cities, etc.). Rights and obligations under this contract are limited to those Participating States who execute a Participating Addendum with Cisco.

“WSCA Contract Manager” or “Contract Manager” shall mean the individual state member designated as the contract manager by WSCA, currently the State of Utah, as responsible for the legal maintenance and administration of the WSCA Master Agreement, notices, reports, and any other pertinent documentation or information.

“WSCA Master Agreement” (also referred to as “Agreement” or “Contract”) shall mean the underlying purchasing agreement executed by and between WSCA-NASPO Cooperative Purchasing Organization LLC (“State”), and Cisco, as now or hereafter amended.

ATTACHMENT B – Scope of Work

The following categories are authorized under this contract:

5.2.1 DATA CENTER APPLICATION SERVICES — Application networking solutions and technologies that enable the successful and secure delivery of applications within data centers to local, remote, and branch-office users using technology to accelerate, secure, and increase availability of both application traffic and computing resources.

5.2.1.1 Virtualized Load Balancers — Virtual devices that act like a reverse proxy to distribute network and/or application traffic across multiple servers to improve the concurrent user capacity and overall reliability of applications. Capabilities should include:

- SSL (Secure Sockets Layer) Off-loading
- Caching capabilities
- Layer 4 Load Balancing
- Layer 7 Load Balancing
- Detailed Reporting
- Supports multiple load balancers in the same system for multiple groups
- Supports TLS1.2

5.2.1.2 WAN Optimization — An appliance utilizing a collection of techniques for increasing data-transfer efficiencies across wide-area networks (WAN). Capabilities should include:

- CIFS (Common Internet File System) acceleration
- Data Compression
- SSL encryption/decryption for acceleration (Optional)
- Layer 4-7 visibility
- Application Specific optimization

5.2.2 NETWORKING SOFTWARE — Software that runs on a server and enables the server to manage data, users, groups, security, applications, and other networking functions. The network operating system is designed to allow shared file and printer access among multiple computers in a network, typically a local area network (LAN), a private network or to other networks. Networking software capabilities should include:

- Restartable Process
- High availability options
- Targeted operating systems, i.e. DC, campus, core, wan, etc.
- Operating System Efficiencies

5.2.2.1 Network Management and Automation — Software products and solutions for data center automation, cloud computing, and IT systems management.

5.2.2.2 Data Center Management and Automation — Software products and solutions that capture and automate manual tasks across servers, network, applications, and virtualized infrastructure.

5.2.2.3 Cloud Portal and Automation — Software products and solutions for cloud management with policy-based controls for provisioning virtual and physical resources.

5.2.2.4 Branch Office Management and Automation — Software products and solutions for management of branch offices. Capabilities include remote troubleshooting, device management, WAN performance monitoring.

5.2.3 NETWORK OPTIMIZATION AND ACCELERATION — Devices and tools for increasing data-transfer efficiencies across wide-area networks.

5.2.3.1 Dynamic Load Balancing — An appliance that performs a series of checks and calculations to determine which server can best service each client request in order to select the server that can successfully fulfill the client request and do so in the shortest amount of time without overloading either the server or the server farm as a whole.

5.2.3.2 WAN Acceleration — Appliance that optimizes bandwidth to improve the end user's experience on a wide area network (WAN). Capabilities should include:

CIFS acceleration

Data Compression

SSL encryption/decryption for acceleration (Optional)

Layer 4-7 visibility

Application Specific optimization

5.2.3.3 High Availability and Redundancy — Limits any disruption to network uptime should an appliance face unforeseen performance issues. Transparently redistributes workloads to surviving cluster appliances without impacting communication throughout the cluster.

5.2.4 OPTICAL NETWORKING — High capacity networks based on optical technology and components that provide routing, grooming, and restoration at the wavelength level as well as wavelength based services.

5.2.4.1 Core DWDM (Dense Wavelength Division Multiplexing) Switches — Switches used in systems designed for long haul and ultra long-haul optical networking applications.

5.2.4.2 Edge Optical Switches — Provide entry points into the enterprise or service provider core networks.

5.2.4.3 Optical Network Management — Provides capabilities to manage the optical network and allows operators to execute end-to-end circuit creation.

5.2.4.4 IP over DWDM (IPoDWDM) — A device utilized to integrate IP Routers and Switches in the OTN (Optical Transport Network).

5.2.5 ROUTERS — A device that forwards data packets along networks. A router is connected to at least two networks, commonly two LANs or WANs or a LAN and its ISP's network. Routers are located at gateways, the places where two or more networks connect, and are the critical device that keeps data flowing between networks and keep the networks connected to the Internet.

5.2.5.1 Branch Routers — A multiservice router typically used in branch offices or locations with limited numbers of users and supports flexible configurations/feature. For example: security, VoIP, wan acceleration, etc.

5.2.5.2 Network Edge Routers — A specialized router residing at the edge or boundary of a network. This router ensures the connectivity of its network with external networks, a wide area network or the Internet. An edge router uses an External Border Gateway Protocol, which is used extensively over the Internet to provide connectivity with remote networks.

5.2.5.3 Core Routers - High performance, high speed, low latency routers that enable Enterprises to deliver a suite of data, voice, and video services to enable next-generation applications such as IPTV and Video on Demand (VoD), and Software as a Service (SaaS).

5.2.5.4 Service Aggregation Routers — Provides multiservice adaptation, aggregation and routing for Ethernet and IP/MPLS networks to enable service providers and enterprise edge networks simultaneously host resource-intensive integrated data, voice and video business and consumer services.

5.2.5.5 Carrier Ethernet Routers — High performance routers that enable service providers to deliver a suite of data, voice, and video services to enable next-generation applications such as IPTV, Video on Demand (VoD), and Software as a Service (SaaS).

5.2.6 SECURITY

5.2.6.1 Data Center and Virtualization Security Products and Appliances — Products designed to protect high-value data and data center resources with threat defense and policy control.

5.2.6.2 Intrusion Detection/Protection and Firewall Appliances — Provide comprehensive inline network firewall security from worms, Trojans, spyware, key loggers, and other malware. This includes Next-Generation Firewalls (NGFW), which offer a wire-speed integrated network platform that performs deep inspection of traffic and blocking of attacks. Intrusion Detection/Protection and Firewall Appliances should provide:

Non-disruptive in-line bump-in-the-wire configuration

Standard first-generation firewall capabilities, e.g., network-address translation (NAT), stateful protocol inspection (SPI) and virtual private networking (VPN), etc.

Application awareness, full stack visibility and granular control

Capability to incorporate information from outside the firewall, e.g., directory-based policy, blacklists, white lists, etc.

Upgrade path to include future information feeds and security threats

SSL decryption to enable identifying undesirable encrypted applications (Optional)

5.2.6.3 Logging Appliances and Analysis Tools — Solutions utilized to collect, classify, analyze, and securely store log messages.

5.2.6.4 Secure Edge and Branch Integrated Security Products — Network security, VPN, and intrusion prevention for branches and the network edge. Products typically consist of appliances or routers.

5.2.6.5 Secure Mobility Products — Delivers secure, scalable access to corporate applications across multiple mobile devices.

5.2.6.6 Encryption Appliances — A network security device that applies crypto services at the network transfer layer - above the data link level, but below the application level.

5.2.6.7 On-premise and Cloud-based services for Web and/or Email Security — Solutions that provide threat protection, data loss prevention, message level encryption, acceptable use and application control capabilities to secure web and email communications.

5.2.6.8 Secure Access — Products that provide secure access to the network for any device, including personally owned mobile devices (laptops, tablets, and smart phones). Capabilities should include:

Management visibility for device access

- Self-service on-boarding
- Centralized policy enforcement
- Differentiated access and services
- Device Management

5.2.7 STORAGE NETWORKING — High-speed network of shared storage devices connecting different types of storage devices with data servers.

5.2.7.1 Director Class SAN (Storage Area Network) Switches and Modules — A scalable, high-performance, and protocol-independent designed primarily to fulfill the role of core switch in a core-edge Fibre Channel (FC), FCOE or similar SAN topology. A Fibre Channel director is, by current convention, a switch with at least 128 ports. It does not differ from a switch in core FC protocol functionality. Fibre Channel directors provide the most reliable, scalable, high-performance foundation for private cloud storage and highly virtualized environments.

5.2.7.2 Fabric and Blade Server Switches — A Fibre Channel switch is a network switch compatible with the Fibre Channel (FC) protocol. It allows the creation of a Fibre Channel fabric, which is currently the core component of most SANs. The fabric is a network of Fibre Channel devices, which allows many-to-many communication, device name lookup, security, and redundancy. FC switches implement zoning; a mechanism that disables unwanted traffic between certain fabric nodes.

5.2.7.3 Enterprise and Data Center SAN and VSAN (Virtual Storage Area Network) Management — Management tools to provisions, monitors, troubleshoot, and administers SANs and VSANs.

5.2.7.4 SAN Optimization — Tools to help optimize and secure SAN performance (ie. Encryption of data-at-rest, data migration, capacity optimization, data reduction, etc.

5.2.8 SWITCHES — Layer 2/3 devices that are used to connect segments of a LAN (local area network) or multiple LANs and to filter and forward packets among them.

5.2.8.1 Campus LAN – Access Switches — Provides initial connectivity for devices to the network and controls user and workgroup access to internetwork resources. The following are some of the features a campus LAN access switch should support:

Security

- i. SSHv2 (Secure Shell Version 2)
- ii. 802.1X (Port Based Network Access Control)
- iii. Port Security
- iv. DHCP (Dynamic Host Configuration Protocol) Snooping

VLANs

Fast Ethernet/Gigabit Ethernet

PoE (Power over Ethernet)

link aggregation

10 Gb support

Port mirroring

Span Taps

Support of IPv6 and IPv4

Standards-based rapid spanning tree
Netflow Support (Optional).

5.2.8.2 Campus LAN – Core Switches — Campus core switches are generally used for the campus backbone and are responsible for transporting large amounts of traffic both reliably and quickly. Core switches should provide:

High bandwidth
Low latency
Hot swappable power supplies and fans

- Security
 - SSHv2
 - MacSec encryption
 - Role-Based Access Control Lists (ACL)

Support of IPv6 and IPv4
1/10/40/100 Gbps support
IGP (Interior Gateway Protocol) routing
EGP (Exterior Gateway Protocol) routing
VPLS (Virtual Private LAN Service) Support
VRRP (Virtual Router Redundancy Protocol) Support
Netflow Support.

5.2.8.3 Campus Distribution Switches — Collect the data from all the access layer switches and forward it to the core layer switches. Traffic that is generated at Layer 2 on a switched network needs to be managed, or segmented into Virtual Local Area Networks (VLANs), Distribution layer switches provides the inter-VLAN routing functions so that one VLAN can communicate with another on the network. Distribution layer switches provides advanced security policies that can be applied to network traffic using Access Control Lists (ACLs).

High bandwidth
Low latency
Hot swappable power supplies and fans
Security (SSHv2 and/or 802.1X)
Support of IPv6 and IPv4
Jumbo Frames Support
Dynamic Trunking Protocol (DTP)
Per-VLAN Rapid Spanning Tree (PVRST+)
Switch-port auto recovery
NetFlow Support or equivalent

5.2.8.4 Data Center Switches — Data center switches, or Layer 2/3 switches, switch all packets in the data center by switching or routing good ones to their final destinations, and discard unwanted traffic using Access Control Lists (ACLs), all at Gigabit and 10 Gigabit speeds. High availability and modularity differentiates a typical Layer 2/3 switch from a data center switch. Capabilities should include:

High bandwidth
Low latency
Hot swappable power supplies and fans

- Ultra-low latency through wire-speed ports with nanosecond port-to-port latency and hardware-based Inter-Switch Link (ISL) trunking
- Load Balancing across Trunk group able to use packet based load balancing scheme
- Bridging of Fibre Channel SANs and Ethernet fabrics
- Jumbo Frame Support
- Plug and Play Fabric formation that allows a new switch that joins the fabric to automatically become a member
- Ability to remotely disable and enable individual ports
- Support NetFlow or equivalent

5.2.8.5 Software Defined Networks (SDN) - Virtualized Switches and Routers — Technology utilized to support software manipulation of hardware for specific use cases.

5.2.8.6 Software Defined Networks (SDN) — Controllers - is an application in software-defined networking (SDN) that manages flow control to enable intelligent networking. SDN controllers are based on protocols, such as OpenFlow, that allow servers to tell switches where to send packets. The SDN controller lies between network devices at one end and applications at the other end. Any communications between applications and devices have to go through the controller. The controller uses multiple routing protocols including OpenFlow to configure network devices and choose the optimal network path for application traffic.

5.2.8.7 Carrier Aggregation Switches — Carrier aggregation switches route traffic in addition to bridging (transmitted) Layer 2/Ethernet traffic. Carrier aggregation switches' major characteristics are:

- Designed for Metro Ethernet networks
- Designed for video and other high bandwidth applications
- Supports a variety of interface types, especially those commonly used by Service Providers
- Capabilities should include:
 - Redundant Processors
 - Redundant Power
 - IPv4 and IPv6 unicast and multicast
 - High bandwidth
 - Low latency
 - Hot swappable power supplies and fans
 - MPLS (Multiprotocol Label Switching)
 - BGP (Border Gateway Protocol)
 - Software router virtualization and/or multiple routing tables
 - Policy based routing
 - Layer 2 functionality
 - Per VLAN Spanning Tree
 - Rapid Spanning Tree
 - VLAN IDs up to 4096
 - Layer 2 Class of Service (IEEE 802.1p)
 - Link Aggregation Control Protocol (LACP)

QinQ (IEEE 802.1ad)

5.2.8.8 Carrier Ethernet Access Switches — A carrier Ethernet access switch can connect directly to the customer or be utilized as a network interface on the service side to provide layer 2 services.

- Hot-swappable and field-replaceable integrated power supply and fan tray
- AC or DC power supply with DC input ranging from 18V to 32 VDC and 36V to 72 VDC
- Ethernet and console port for manageability
- SD flash card slot for additional external storage
- Stratum 3 network clock
- Line-rate performance with a minimum of 62-million packets per second (MPPS) forwarding rate
- Support for dying gasp on loss of power
- Support for a variety of small form factor pluggable transceiver (SFP and SFP+) with support for Device Object Model (DOM)
- Timing services for a converged access network to support mobile solutions, including Radio Access Network (RAN) applications
- Support for Synchronous Ethernet (SyncE) services
- Supports Hierarchical Quality of Service (H-QoS) to provide granular traffic-shaping policies
- Supports Resilient Ethernet Protocol REP/G.8032 for rapid layer-two convergence

5.2.9 WIRELESS — Provides connectivity to wireless devices within a limited geographic area. System capabilities should include:

- Redundancy and automatic failover
- IPv6 compatibility
- NTP Support

5.2.9.1 Access Points — A wireless Access Point (AP) is a device that allows wireless devices to connect to a wired network using Wi-Fi, or related standards. Capabilities should include:

- 802.11a/b/g/n
- 802.11n
- 802.11ac
- Capable of controller discovery method via DHCP (onsite controller or offsite through Cloud Architecture)
- UL2043 plenum rated for safe mounting in a variety of indoor environments
- Support AES-CCMP (128-bit)
- Provides real-time wireless intrusion monitoring and detection

5.2.9.2 Outdoor Wireless Access Points — Outdoor APs are rugged, with a metal cover and a DIN rail or other type of mount. During operations they can tolerate a wide temperature range, high humidity and exposure to water, dust, and oil. Capabilities should include:

- Flexible Deployment Options
- Provides real-time wireless intrusion monitoring and detection
- Capable of controller discovery method via DHCP (onsite controller or offsite through Cloud Architecture)

5.2.9.3 Wireless LAN Controllers — An onsite or offsite solution utilized to manage light-weight access points in large quantities by the network administrator or network operations center. The WLAN controller automatically handles the configuration of wireless access-points. Capabilities should include:

- Ability to monitor and mitigate RF interference/self-heal
- Support seamless roaming from AP to AP without requiring re-authentication
- Support configurable access control lists to filter traffic and denying wireless peer to peer traffic
- System encrypts all management layer traffic and passes it through a secure tunnel
- Policy management of users and devices provides ability to de-authorize or deny devices without denying the credentials of the user, nor disrupting other AP traffic
- Support configurable access control lists to filter traffic and denying wireless peer to peer traffic

5.2.9.4 Wireless LAN Network Services and Management — Enables network administrators to quickly plan, configure and deploy a wireless network, as well as provide additional WLAN services. Some examples include wireless security, asset tracking, and location services. Capabilities should include:

- Provide for redundancy and automatic failover
- Historical trend and real time performance reporting is supported
- Management access to wireless network components is secured
- SNMPv3 enabled
- RFC 1213 compliant
- Automatically discover wireless network components
- Capability to alert for outages and utilization threshold exceptions
- Capability to support Apple's Bonjour Protocol / mDNS
- QoS / Application identification capability

5.2.9.5 Cloud-based services for Access Points — Cloud-based management of campus-wide WiFi deployments and distributed multi-site networks. Capabilities include:

- Zero-touch access point provisioning
- Network-wide visibility and control
- RF optimization,
- Firmware updates

5.2.9.6 Bring Your Own Device (BYOD) — Mobile Data Management (MDM) technology utilized to allow employees to bring personally owned mobile devices (laptops, tablets, and smart phones) to their workplace, and use those devices to access privileged government information and applications in a secure manner. Capabilities should include:

- Ability to apply corporate policy to new devices accessing the network resources, whether wired or wireless
- Provide user and devices authentication to the network
- Provide secure remote access capability
- Support 802.1x
- Network optimization for performance, scalability, and user experience

5.3.0 UNIFIED COMMUNICATIONS (UC) — A set of products that provides a consistent unified user interface and user experience across multiple devices and media types. Unified Communications that is able to provide services such as session management, voice, video, messaging, mobility, and web conferencing. It can provide the foundation for advanced unified communications capabilities of IM and presence-based services and extends telephony features and capabilities to packet telephony network devices such as IP phones, media processing devices, Voice over IP (VoIP) gateways, and multimedia applications. Additional services, such as unified messaging, multimedia conferencing, collaborative contact centers, and interactive multimedia response systems, are made possible through open telephony APIs. General UC solution capabilities should include:

- High Availability for Call Processing
- Hardware Platform High Availability
- Network Connectivity High Availability
- Call Processing Redundancy

5.3.0.1 IP Telephony — Solutions utilized to provide the delivery of the telephony application (for example, call setup and teardown, and telephony features) over IP, instead of using circuit-switched or other modalities. Capabilities should include:

- Support for analog, digital, and IP endpoints
- Centralized Management
- Provide basic hunt group and call queuing capabilities
- Flexibility to configure queue depth and hold time, play unique announcements and Music on Hold (MoH), log in and log out users from a queue and basic queue statistics (from the phone)
- E911 Support

5.3.0.2 Instant messaging/ Presence — Solutions that allow communication over the Internet that offers quick transmission of text-based messages from sender to receiver. In push mode between two or more people using personal computers or other devices, along with shared clients, instant messaging basically offers real-time direct written language-based online chat. Instant messaging may also provide video calling, file sharing, PC-to-PC voice calling and PC-to-regular-phone calling.

5.3.0.3 Unified messaging — Integration of different electronic messaging and communications media (e-mail, SMS, Fax, voicemail, video messaging, etc.) technologies into a single interface, accessible from a variety of different devices.

- Ability to access and manage voice messages in a variety of ways, using email inbox, Web browser, desktop client, VoIP phone, or mobile phone
- Visual Voicemail Support (Optional)

5.3.0.4 Contact Center — A computer-based system that provides call and contact routing for high-volume telephony transactions, with specialist answering “agent” stations and a sophisticated real-time contact management system. The definition includes all contact center systems that provide inbound contact handling capabilities and automatic contact distribution, combined with a high degree of sophistication in terms of dynamic contact traffic management.

5.3.0.5 Communications End Points and Applications

- Attendant Consoles
- IP Phones

5.3.0.6 UC Network Management — Provides end-to-end service management for Unified Communications. Capabilities include testing, performance monitoring, configuration management, and business intelligence reporting.

5.3.0.7 Collaboration — Voice, video, and web conferencing; messaging; mobile applications; and enterprise social software.

5.3.0.8 Collaborative Video — A set of immersive video technologies that enable people to feel or appear as if they were present in a location that they are not physically in. Immersive video consists of a multiple codec video system, where each meeting attendee uses an immersive video room to “dial in” and can see/talk to every other member on a screen (or screens) as if they were in the same room and provides call control that enables intelligent video bandwidth management.

5.3.0.8.1 Content Delivery Systems (CDS) — A large distributed system of servers deployed in multiple data centers connected by the Internet. The purpose of the content delivery system is to serve content to end-users with high availability and high performance. CDSs serve content over the Internet, including web objects (text, graphics, URLs, and scripts), downloadable objects (media files, software, documents), applications (e-commerce, portals), live streaming media, on-demand streaming media, and social networks.

5.3.0.8.2 Physical Security — Technology utilized to restricting physical access by unauthorized people to controlled facilities.

Technologies include:

- a. Access control systems
- b. Detection/identification systems, such as surveillance systems, closed circuit television cameras, or IP camera networks and the associated monitoring systems.
- c. Response systems such as alert systems, desktop monitoring systems, radios, mobile phones, IP phones, and digital signage
- d. Building and energy controls

5.3.1 SERVICES — For each Category above (5.21-5.30), the following services should be available for procurement as well at the time of product purchase or anytime afterwards.

5.3.1.1 Maintenance Services — Capability to provide technical support, flexible hardware coverage, and smart, proactive device diagnostics for hardware.

5.3.1.2 Professional Services

Deployment Services

Survey/ Design Services — Includes, but not limited to, discovery, design, architecture review/validation, and readiness assessment.

Implementation Services — Includes, but not limited to, basic installation and configuration or end-to-end integration and deployment.

Optimization — Includes, but not limited to, assessing operational environment readiness, identify ways to increase efficiencies throughout the network, and optimize Customer's infrastructure, applications and service management.

Remote Management Services — Includes, but not limited to, continuous monitoring, incident management, problem management, change management, and utilization and performance reporting that may be on a subscription basis.

Consulting/Advisory Services — Includes, but not limited to, assessing the availability, reliability, security and performance of Customer's existing solutions.

Data Communications Architectural Design Services — Developing architectural strategies and roadmaps for transforming Customer’s existing network architecture and operations management.

Statement of Work (SOW) Services — Customer-specific tasks to be accomplished and/or services to be delivered based on Customer’s business and technical requirements.

5.3.1.3 Partner Services — Provided by Contractor’s Authorized Partners/Resellers.

Subject to Contractor’s approval and the certifications held by its Partners/Resellers, many Partners/Resellers can also offer and provide some or all of the Services as listed above at competitive pricing, along with local presence and support. As the prime, Contractor is still ultimately responsible for the performance of its Partners/Resellers. Customers can have the option to purchase the Services to be directly delivered by Contractor (OEM) or its certified Partners/Resellers.

5.3.1.4 Training — Learning offerings for IT professionals on networking technologies, including but not limited to designing, implementing, operating, configuring, and troubleshooting network systems pertaining to items provided under the master agreement.

STATE OF UTAH CONTRACT NUMBER – AR233

Attachment C – Pricing
Solicitation Number JP14001
WSCA-NASPO Data Communications RFP

Vendor Name: Cisco Systems, Inc.

RFP Product Categories:

Minimum Discount Percentage:

5.2.1 DATA CENTER APPLICATION SERVICES

Discount % 35.00

5.2.2 NETWORKING SOFTWARE

Discount % 35.00

5.2.3 NETWORK OPTIMIZATION AND ACCELERATION

Discount % 35.00

5.2.4 OPTICAL NETWORKING

Discount % 35.00

5.2.5 ROUTERS

Discount % 35.00

5.2.6 SECURITY

Discount % 35.00

5.2.7 STORAGE NETWORKING

Discount % 35.00

5.2.8 SWITCHES

Discount % 35.00

5.2.9 WIRELESS

Discount % 35.00

5.3.0 UNIFIED COMMUNICATIONS (UC)

Discount % 35.00

WARRANTY: See Section 30 of the WSCA-NASPO/Cisco Master Agreement.

CAPITAL LEASE FINANCING: Allowed under and subject to Section 22 of the WSCA-NASPO Master Agreement.

5.3.1 SERVICES

For RFP evaluation purposes, vendors must provide not to exceed post sale on site service and consulting rates that are fully loaded (inclusive of travel, lodging, and meals) for each service category below. Remote access rates for non-warranty and consultation services must be expressed as a separate net hourly labor rate.

Definition of Onsite: Customer premise.

Definition of Remote: Vendor premise.

Maintenance Services

Onsite Hourly Rate \$ NTE 600.00

Remote Hourly Rate \$ NTE 525.00

Professional Services - Deployment Services

Onsite Hourly Rate \$ NTE 743.17

Remote Hourly Rate \$ NTE 661.17

Consulting/Advisory Services

Onsite Hourly Rate \$ NTE 743.17

Remote Hourly Rate \$ NTE 661.17

Architectural Design Services

Onsite Hourly Rate \$ NTE 743.17

Remote Hourly Rate \$ NTE 661.17

Statement of Work Services

Onsite Hourly Rate \$ NTE 743.17

Remote Hourly Rate \$ NTE 661.17

Partner Services

Onsite Hourly Rate \$ NTE 600.00

Remote Hourly Rate \$ NTE 525.00

Training Deployment Services

Onsite Hourly Rate \$ NTE 600.00

Remote Hourly Rate \$ NTE 525.00

In addition to the above, Cisco, through applicable Authorized Resellers, is pleased to offer hosted service offerings for certain technology categories listed above (at Cisco's discretion). These hosted offerings provide WSCA-NASPO customers with an alternative way to consume the technology to best meet their needs and provide flexible payment models. These models may be well suited for customers that have limited technical staff for technology deployment and ongoing administration.

The hosted service offerings are based on Cisco validated architectures and delivered through carefully vetted and approved Authorized Resellers. Due to the unique requirements of each customer, Cisco and the approved Authorized Resellers can work with the customer to understand their unique requirements and deploy hosted offerings to best meet their needs. Additional contractual terms and conditions specific to the hosted solutions may be required.

Current Cisco Systems, Inc. pricing sheets, approved by the State of Utah, can be found at the following web link:

VENDOR PRICING SHEETS CLICK HERE

IMPORTANT: The minimum discount percentage listed in this attachment is for general informational purposes only and may not apply to every line item authorized under this contract. For specific item pricing, please refer to the contact price list weblink provided in this document.

Vendors are required to post state specific pricing on their hosted website or through the WSCA-NASPO eMarket center as required by solicitation JP14001, in addition to the vendor pricing sheets approved and hosted by the State of Utah's master contract summary sheet. The State of Utah vendor pricing sheets will serve as the approved base price and do not include any applicable state specific administrative fees. State specific pricing, hosted on the vendor website or WSCA-NASPO eMarketcenter may reflect authorized state specific administrative fees. No other fees are authorized under this contract. Pricing audits may be conducted at any time by the State of Utah, WSCA-NASPO, or 3rd party audit provider to ensure accurate pricing.

Per Solicitation JP14001, the following pricing/product requirements and instructions apply:

1.11 Pricing Structure

Pricing Structure: Pricing for the State of Utah WSCA-NASPO Master Agreements shall be based on the Percent Discount off the current global MSRP Schedule applicable to United States customers.

1.12 Price Guarantee Period

Price Guarantee Period: The Data Communication Provider's Discount rate shall remain in effect for the term of the WSCA-NASPO Master Price Agreement.

1.13 Price Escalation

Equipment, Supplies and Services: Data Communications provider may update the pricing on their MSRP price list one time every year after the first year of the original contract term. The WSCA-NASPO Contract Administrator will review a documented request for a Price Schedule price list adjustment only after the Price Guarantee Period.

1.14 Price Reductions

In the event of a price decrease in any category of product at any time during the contract in a Provider's Price Schedule, including renewal options, the WSCA-NASPO Contract Administrator shall be notified immediately. All Price Schedule price reductions shall be effective upon the notification provided to the WSCA-NASPO Master Agreement Administrator.

1.15 Usage Reporting Requirement

All Data Communication Provider's will be required to provide quarterly usage reports to the WSCA-NASPO Contract Administrator or designee. The initiation and submission of the quarterly reports are the responsibility of the Data Communication Contract Provider. You are responsible to collect and report all sales data including your resellers and partners sales associated with your Master Agreement. There will be no prompting or notification provided by the WSCA-NASPO Contract Administrator. The quarterly usage reports are due as follows:

Quarter #1:	July 1 through September 30, due annually by November 30.
Quarter #2:	October 1 through December 31, due annually by February 28.
Quarter #3:	January 1 through March 31, due annually by May 31.
Quarter #4:	April 1 through June 30, due annually by August 31.

1.20 WSCA Administrative Fee

The Contracted Supplier must pay a WSCA-NASPO administrative fee of one quarter of one percent (.25%) in accordance with the terms and conditions of the contract. The WSCA-NASPO administrative fee shall be submitted quarterly and is based on the actual sales of all products and services in conjunction with your quarterly reports. The WSCA-NASPO administrative fee must be included when determining the pricing offered. The WSCA-NASPO administrative fee is not negotiable and shall not be added as a separate line item on an invoice.

Additionally, some WSCA-NASPO participating entities may require that an administrative fee be paid directly to the WSCA-NASPO participating entity on purchases made by purchasing entities within that State. For all such requests, the fee percentage, payment method and payment schedule for the participating entity's administrative fee will be incorporated in the Participating Addendum. Data Communications Provider will be held harmless, and may adjust (increase) the WSCA-NASPO Master Agreement pricing by the fee percentage for that participating entity accordingly for purchases made by purchasing entities within the jurisdiction of the State. All such agreements may not affect the

WSCANASPO fee or the prices paid by the purchasing entities outside the jurisdiction of the participating entities requesting the additional fee. The WSCA-NASPO quarterly administrative fee will be submitted along with the quarterly usage reports as set forth below:

Quarter #1:	July 1 through September 30, due annually by November 30.
Quarter #2:	October 1 through December 31, due annually by February 28.
Quarter #3:	January 1 through March 31, due annually by May 31.
Quarter #4:	April 1 through June 30, due annually by August 31.

5.3.2 ADDING PRODUCTS

The ability to add new equipment and services is for the convenience and benefit of WSCA-NASPO, the Participating States, and all the Authorized Purchasers. The intent of this process is to promote "one-stop shopping" and convenience for the customers and equally important, to make the contract flexible in keeping up with rapid technological advances. The option to add new product or service categories and/items will expedite the delivery and implementation of new technology solutions for the benefit of the Authorized Purchasers.

After the contracts are awarded, additional IT product categories and/or items may be added per the request of the Contractor, a Participating State, an Authorized Purchaser or WSCA-NASPO. Additions may be ad hoc and temporary in nature or permanent. All additions to an awarded Contractor or Manufacturer's offerings must be products, services, software, or solutions that are commercially available at the time they are added to the contract award and fall within the original scope and intent of the RFP (i.e., converged technologies, value adds to manufacturer's solution offerings, etc.).

5.3.2.1 New Product from Contractors — If Contractor, a Participating State, an Authorized Purchaser or WSCA-NASPO itself requests to add new product categories permanently, then all awarded Contractors (Manufacturers) will be notified of the proposed change and will have the opportunity to work with WSCA to determine applicability, introduction, etc. Any new products or services must be reviewed and approved by the State of Utah WSCA-NASPO Contract Administrator.

5.3.2.2 Ad Hoc Product Additions — A request for an ad hoc, temporary addition of a product category/item must be submitted to WSCA-NASPO via the governmental entity's contracting/purchasing officer. Ad hoc, temporary requests will be handled on a case-by-case basis. The State of Utah WSCA-NASPO Contract Administrator must also be notified and will review and approve the addition before the purchase is finalized by the end user. The State of Utah WSCA-NASPO Contract Administrator has the final approval on any Ad Hoc product additions.

5.3.2.3 Pricelist Updates — As part of each Contractor's ongoing updates to its pricelists throughout the contract term, Contractor can add new SKUs to its awarded product categories that may have been developed in-house or obtained through mergers, acquisitions or joint ventures; provided, however, that such new SKUs fall within the Contractor's awarded product categories. Updated price lists will be reviewed and approved by the State of Utah WSCA-NASPO Contract Administrator before the revised price list is considered valid.

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: February 28, 2019

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

FROM: Educational Services
Manuela Colom, Executive Director

INITIAL: 
 Informational
 Action

AGENDA ITEM: AGREEMENT WITH SPORTS FOR LEARNING, INC. FOR
STEM, PBIS AND SPORTS PROGRAM

BACKGROUND INFORMATION:

Sports for Learning, Inc. is a team dedicated to education through sports, its mission is to provide every school-age child the opportunity to be engaged, inspired and successful in school. Sports for Learning runs lunch recess, Saturday, after-school, and summer programs at over 1,000 elementary and middle schools, inspiring children in academics as well as sports.

The STEM, PBIS and Sports lunch program will be implemented at La Mirada and Smythe Elementary Schools for the remainder of the school year at a cost of \$12,960.00 per school.

Some of the benefits of this program are: • decrease in disciplinary issues, • increase average daily attendance, • increase engagement in STEM, • college coaches as role models, • contribute to a positive school climate, • improve school connectedness and • improve physical activity.

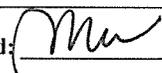
RECOMMENDATION:

Approve the agreement with Sports for Learning, Inc. for a STEM, PBIS and Sports Program at La Mirada and Smythe Elementary Schools at a cost not to exceed \$25,800.00 from the Supplemental and Concentration Site 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

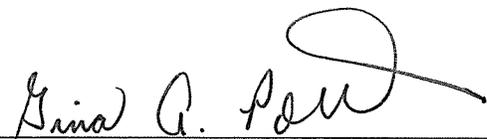
\$25,800.00
(Amount)

Supplemental and Concentration Site 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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this March 1 day of 2019, by and between the San Ysidro School District, hereinafter called the "District", and

Sports For Learning
Company/Consultant

949-573-1785
Telephone Number

3580 E. Pacific Coast Highway, Unit #11, Long Beach, CA 90804
Address

www.sportsforlearning.com
Website

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

Scope of Services. In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the Consultant Services Documentation ("attached documents") attached hereto as **Exhibit "A"** and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the District entering into this Agreement, Consultant represents and warrants that Consultant is a provider of first class work and services and Consultant is experienced in performing the work and services contemplated herein and, in light of such status and experience, Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials shall be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

Compliance with Law. All services rendered hereunder shall be provided in accordance with any and all applicable ordinances, resolutions, statutes, rules, and regulations of the District, City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered. Each and every provision required by law to be included in this Agreement shall be deemed to be included by this reference, and this Agreement shall be read and enforced as though they were included.

Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless District against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against District hereunder.

1.2 TERM

Term: From: March 1, 2019 To: June 30, 2019

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

2 FEES AND PAYMENTS

2.1 FEES

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

2.2 PAYMENTS

Consultant shall submit to District an itemized invoice which indicates work completed by Consultant. District shall review each invoice and/or receipts submitted to determine that the work performed and expenses incurred are in compliance with the provisions of this Agreement. District shall pay Consultant within a reasonable time and in accordance with this Agreement.

3. ADDITIONAL SERVICES.

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

4 RESPONSIBILITIES OF CONSULTANT

4.1 ORGANIZATION

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

4.2 COORDINATION OF SERVICES

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

4.3 STANDARD OF CARE:

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

4.4 INDEPENDENT CONSULTANT & ADDITIONAL PERSONNEL

Consultant is retained as an independent consultant and is not an agent or employee of the District. No employee or agent of Consultant shall by this Agreement become an agent or employee of the District. The work to be performed shall be in accordance with the work described herein, subject to such direction and amendments from District as herein provided. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever, except as specifically provided in writing by District. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

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

4.5 LAWS AND REGULATIONS

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

4.6 MAINTENANCE OF ACCOUNTING RECORDS

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

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

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

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

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

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

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

Additional Insured Status - Endorsement

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

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

Claims Made Policies (note – should be applicable only to professional liability, see below)

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
3. If coverage is canceled or non-renewed, and not replaced **with another claims-made policy form with a Retroactive Date prior to** the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of work.

Verification of Coverage

Consultant shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. **All certificates and endorsements are to be received and approved by the District before work/services commences.** However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. **13B.2**
District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. **Page 5 of 15**

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

(1) Neither District nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other disturbances; sabotage or judicial restraint.

(2) Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

5.2 SUSPENSION OF SERVICES

The District may, in its sole discretion, suspend all or any part of Services provided hereunder with cost to date of suspension. Consultant may not suspend its services without District's express written consent.

5.3 TERMINATION OF AGREEMENT

(1) Termination. District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to District to date of the notice of termination and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

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

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

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

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

(1) All materials and data, including but not limited to, data on electronic or magnetic media and any materials, documents and data required to be made or kept pursuant to federal, state or local laws, rules or regulations, prepared or collected by Consultant pursuant to this Agreement, shall be the sole property of the District, except that Consultant shall have the right to retain copies of all such documents and data for its records. District shall not be limited in any way in its use of such materials and data at any time, provided that any such use not within the purposes intended by this Agreement shall be at District's sole risk and provided that Consultant shall be indemnified against any damages resulting from such use, including the release of this material to third parties for a use not intended by this Agreement.

(2) All such materials and data shall be provided to the District, or such other agency or District as directed by District or required by law, rule or regulation, as they become due during the term of this Agreement as 13B:2 by District.

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

(3) The District is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 (AB 1584), the California Education Code, the Children's Online Privacy and Protection Act (COPPA), the Family Educational Rights and Privacy Act (FERPA), and HIPAA Privacy regulations and any other privacy laws, policies and regulations that may apply such as American Recovery and Reinvestment Act of 2009 ("ARRA") and the Health Information Technology and Economic Clinical Health Act of 2009 ("HITECH").

AB1584 requires, in part, that any agreement entered into, renewed or amended after January 1, 2015 between a local education agency (LEA) and a third-party service provider must include certain terms; and the LEA and the Service Provider desire to have this Agreement and the services provided comply with AB1584. This includes to all forms of protected health information, including paper, oral, and electronic, etc. Furthermore, only the minimum health information necessary to conduct business is to be used or shared.

- Pupil records obtained by the Consultant/Service Provider from LEA/District continue to be the property of and under the control of the District. The Consultant will obtain information regarding disciplinary and/or behavioral events for the purpose of allowing District personnel to improve and provide services to pupils. The Consultant will not be obtaining pupil-generated content.
- In the event of an unauthorized disclosure of a pupil's records, the Consultant shall report to an affected parent, legal guardian, or eligible pupil pursuant to the following procedure; written communication to the District's Superintendent, Deputy Superintendent and/or designee.
- The Consultant shall not use any information in a pupil record for any purpose other than those required or specifically permitted by this Professional Services Agreement.
- Consultant certifies that a pupil's records shall not be retained or available to the Consultant upon completion of the terms of this Professional Services Agreement.
- District agrees to work with Consultant to ensure compliance with FERPA.
- Consultant shall not use personally identifiable information in pupil records to engage in targeted advertising.
- Pupil records include any information directly related to a pupil that is maintained by the District or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other District employees. Pupil records does not include/not mean de-identified information (information that cannot be used to identify an individual pupil) used by the third party to (1) improve educational products for adaptive learning purposes and for customized pupil learning; De-identified information, including aggregated de-identified information. (2) Demonstrate the effectiveness of the operator's products in the marketing of those products; or for the development and improvement of educational sites, services, or applications.

5.5 SAFETY

Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

5.6 PROJECT STAFFING

Consultant shall provide adequate staff and resources to facilitate all Consultant activity. Should Consultant fail to adequately staff a project, the District may, at its sole discretion, retain third party consulting services and back charge Consultant for all third-party fees.

5.7 INDEMNIFICATION

Indemnification: To the fullest extent permitted by law, Consultant shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the District, its officials, officers, employees, agents, or volunteers.

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

Design Professionals Only: If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

5.8 AMENDMENTS

This Agreement may not be amended except in writing signed by both Parties.

5.9 SEVERABILITY

If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.

5.10 GOVERNING LAW

This Agreement shall be governed by the laws of the State of California. Any action brought to enforce the terms of this Agreement shall be brought in a state or federal court located in the County of San Diego, State of California, but only after dispute resolution as provided herein.

5.11 CONFLICT OF INTEREST

For the term of this Agreement, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

5.12 SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS: Consultant agrees with the provisions of Education Code Section 45125.1 regarding the submission of fingerprints to the California Department of Justice. Consultant shall not be permitted to have any contact with District pupils until such time as Consultant has verified in writing to the District that they have complied with Educational Code Section 45125.1. **(Please complete attached School Safety Certification Form.)**

Per Ed Code 49406 and Assembly Bill 1667, the District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils. Please submit TB Clearance to the Business Services Office. This section may be waived if the District determines that the Consultant and/or its employees will have limited contact with District pupils or if Consultant and/or its employees will be supervised at all times by District staff.

District is waiving this requirement _____.

5.13 DRUG/ALCOHOL/TOBACCO-FREE FACILITIES:

ALL DISTRICT FACILITIES ARE DRUG AND TOBACCO-FREE FACILITIES. ANY DRUG, ALCOHOL AND/OR TOBACCO USE (SMOKED OR SMOKELESS) IS PROHIBITED AT ALL TIMES ON ALL AREAS OF THE DISTRICT FACILITIES.

5.14 NOTICES / CONTACT INFORMATION

All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service, (b) email or (c) by U.S. Mail, mailed certified mail with return receipt requested, addressed to the following entities.

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

CONSULTANT:	Sports For Learning
Name:	Daniel Ruppert-Majer
Title:	Director of Schools Partnerships
Address:	3580 E. Pacific Coast Highway, Unit #11
City/State/Zip Code:	Long Beach, CA 90804
Telephone:	949-573-1785
Email:	daniel@sportsforlearning.com

DISTRICT:	San Ysidro School District	
Name:	Manuela Colom	Omar Calleros
Title:	Executive Director, Educational Services	Coordinator
Address:	4350 Otay Mesa Road	4350 Otay Mesa Road
City/State/Zip code:	San Ysidro, CA 92173	San Ysidro, CA 92173
Telephone:	(619) 428-4476	(619) 428-4476 ext 3086
Email:	Manuela.colom@syzdschools.org	Omar.calleros@syzdschools.org

6 ENTIRE AGREEMENT

This Agreement represents the entire understanding of District and Consultant as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. To the extent that any provision or clause contained in an attachment to this Agreement conflicts with a provision or clause in the Agreement, the provision or clause in this Agreement shall control. This Agreement may not be modified or altered except in writing signed by both parties hereto. This is an integrated Agreement.

7 WARRANTY OF AUTHORITY:

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

CONSULTANT

DISTRICT

Sports For Learning

San Ysidro School District

Firm Name

Firm Name

Signature of Authorized Agent

Signature

Daniel Ruppert-Majer, Director of School Partnerships
Print Name, Title

Marilyn Adrianzen, Chief Business Official
Print Name, Title

Date:

Date

Board Approved:

Revised 09-13-18

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

SCHOOL SAFETY CERTIFICATION FORM

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

The San Ysidro School District (District) has determined under Education Code Section 45125.1, subdivision (c) that in performing services under this contract, **Contractor/Consultant's employees and/or Subconsultants/Subcontractors may have contact with pupils.**

_____(Initial) As required under Education Code Section 45125.1, subdivision (a), Consultant shall require their employees, including the employees of any sub-consultant and/or subcontractor, who will provide services pursuant to this contract to submit their fingerprints in a manner authorized by the Department of Justice in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1.

*

_____(Initial) Consultant shall not permit any employee to perform services that may come in contact with pupils under this contract until the Department of Justice has determined that the employee has not been convicted of a felony or has no criminal charges pending for a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

_____(Initial) Consultant certifies that all of its employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

_____(Initial) Consultant shall defend, indemnify, protect and hold the District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by Consultant's failure to comply with all of the requirements contained in Education Code Section 45125.1, including, but not limited to, the requirements prohibiting Consultant from using employees who may have contact with pupils who have been convicted or have charges pending for a felony in Education Code Section 45122.1.

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

_____(Initial) Consultant's individuals/employees and/or Subconsultants/Subcontractors who may come in contact with pupils in the performance of services in this contract agree to provide fingerprint (DOJ/FBI) and TB Clearances (at their own expense) to be in compliance with the above-mentioned Ed Codes before commencement of any services under this contract. The District will provide LiveScan form if necessary.

- I certify to the District's Governing Board that I have read and understand the above terms and conditions and will report any changes that may affect the performance services of this contract.
- I certify to the District's Governing Board that none of the Consultant's employees/individuals and/or Subconsultants/subcontractors performing services under this agreement have been convicted of a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).
- I certify to the District's Governing Board that all of the Consultant's and Subconsultant's/Subcontractor's employees-individuals performing services under this agreement are clear of tuberculosis (TB) as defined on Education Code Section 49406 and Assembly Bill 1667.

Company Name: _____

Name/title of authorized representative (Print) _____

Signature _____

Date _____

Sports For Learning Inc.
 3580 E Pacific Coast Highway, Unit #11
 Long Beach, CA 90804



Quote for 2018/2019 - La Mirada Elementary - San Ysidro School District

Name	Price	QTY	Subtotal
Sports for Learning	\$96.00	135	\$12,960.00
Implementation Fee	\$0.00	1	\$0.00
			Subtotal \$12,960.00
			Total \$12,960.00

Program Details

Program Type: STEM, PBIS, and Sports Lunch Program

of weeks: 10 weeks

of days per week: 3 days

Rotation Times: 2 hours 15 minutes

of hours billed each day: 4.5 hours

of coaches per day: 2 coaches

Start Date: March, 2019

*Our college coaches will engage students in STEM through sports while keeping them active at all times.

Program Benefits

- Decrease in disciplinary issues
- Increase average daily attendance
- Increase engagement in STEM
- College coaches as role models
- Contribute to a positive school climate
- Improve school connectedness
- Improve physical activity

Questions: Phone: (949) 573-1785 or Email: daniel@sportsforlearning.com



Quote for 2018/2019 - Smythe Elementary - San Ysidro Unified School District

Name	Price	QTY	Subtotal
Sports for Learning	\$96.00	135	\$12,960.00
Implementation Fee	\$0.00	1	\$0.00
			Subtotal \$12,960.00
			Total \$12,960.00

Program Details

Program Type: STEM, PBIS, and Sports Lunch Program

of weeks: 10 weeks

of days per week: 3 days per week

Rotation Times: 11:00 am - 1:15 pm

of hours billed each day: 4.5 hours

of coaches per day: 2 coaches

Start Date: March 2019

*Our college coaches will engage students in STEM through sports while keeping them active at all times.

Program Benefits

- Decrease in disciplinary issues
- Increase average daily attendance
- Increase engagement in STEM
- College coaches as role models
- Contribute to a positive school climate
- Improve school connectedness
- Improve physical activity

Questions: Phone: (949) 573-1785 or Email: daniel@sportsforlearning.com



SPORTS FOR LEARNING

ANAHEIM CITY SCHOOL DISTRICT RESEARCH STUDY

How Sports For Learning Brings Together
STEM, PBIS, and Soccer

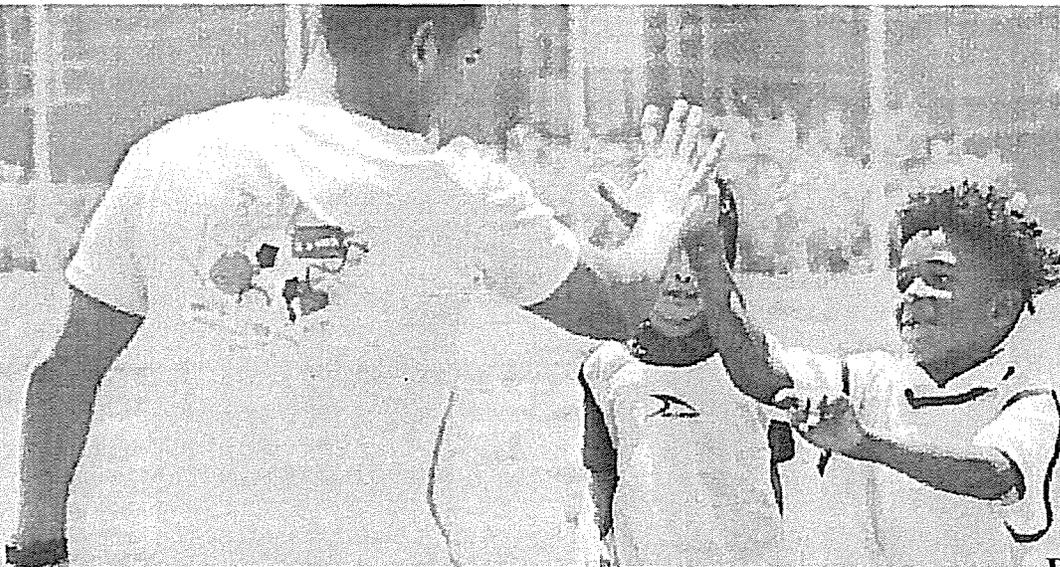
Among the 18,000 students in Anaheim City School District's pre-K-6 schools, 78% are eligible for free and reduced lunch, 74% are English language learners, and 9% are homeless. Given these demographics, says Tammie Bernal, the PE program coordinator for the district, "Kids might not have funding for after-school activities, so we make sure we provide 60 or more minutes a day of moderate to vigorous physical activity."

When LCAP funding allowed the district to add PE activities to its Anaheim Achieves After School Program, the district chose Sports For Learning, which offers all 24 schools in the district a unique combination of soccer games and STEM instruction. Sports For Learning, which sends coaches to schools armed with a playbook full of lessons that combine soccer training and STEM learning, is an "opportunity for kids to be physically active and engaged," Bernal says, adding that each six-week cycle of Anaheim Achieves soccer culminates with a tournament that gives students a chance to display the skills they've learned from the Sports For Learning instructors, who are all college soccer players or college students.

Several schools throughout the district have added Lunch Recess sessions with Sports For Learning. During these three 20-minute periods every week, two Sports For Learning team members give soccer and STEM instruction to 120 students per day. Over 200,000 students in California and Texas attended Sports For Learning lunch recess programs in the 2016/17 school year. According to Mary Grace, Ed.D., Anaheim's assistant superintendent of educational services, principals have taken to the program as quickly as students and teachers have because it was "easy to implement, which leads to no discipline problems."

KEY BENEFITS OF SPORTS FOR LEARNING

- Makes students feel connected to their school.
- Teaches students age-appropriate STEM content.
- Builds on PBIS.
- Increases physical activity, which positively affects learning.
- Offers district-wide programs for lunch recess, after school, and Saturday school.
- Measures STEM engagement, discipline referrals, average daily attendance, and physical activity with a research-based assessment tool.



13B.2

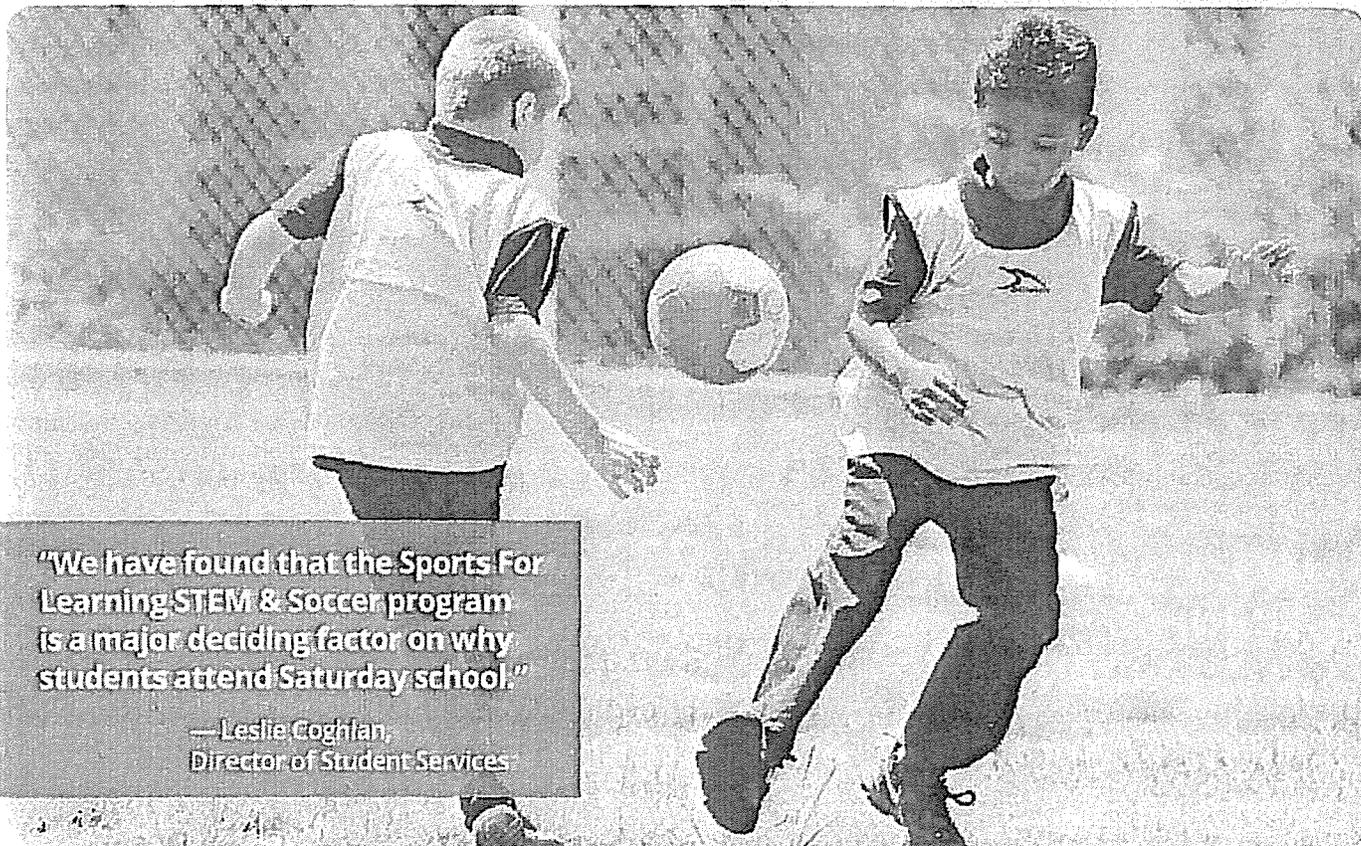
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PLAYING AS PART OF PBIS

Assistant Superintendent Grace says that Positive Behavioral Intervention and Supports (PBIS) is an important focus in Anaheim. Many schools, including Gauer, make Sports For Learning an integral part of their PBIS initiatives, to teach essential life skills including sportsmanship and teamwork.

“Your coaches are able to provide a structure and keep the games functioning without discipline issues.”

— Mary Grace, Ed.D., Anaheim’s assistant superintendent of educational services



“We have found that the Sports For Learning STEM & Soccer program is a major deciding factor on why students attend Saturday school.”

— Leslie Coghlan,
Director of Student Services

As Principal Hadley explains, soccer is “an important part of our multi-tiered PBIS program. Students who might be facing challenges in the classroom during the day are following directions and working collaboratively with their peers when they are out there playing.”

Sports For Learning has also helped attendance at Gauer. Hadley recalls one particular student with an attendance problem. “He got into the program and now he feels excited to be part of the team. It’s something he looks forward to doing, he has made some friendships, and he has gotten more physically fit.”

If the ultimate test of a program is getting kids to come to school on a Saturday, Sports For Learning has passed with flying colors.

Shawna Derache, the principal of Clara Barton Elementary (another school where Sports For Learning is an essential element of the PBIS program), explains: “Five times a year we have Saturday school for making up days that kids have missed.” Having the Sports For Learning coaches come and give 30- to 45-minute soccer lessons on Saturdays has “been a HUGE draw for kids to come to Saturday school.”

“Kids don’t want to miss school because they don’t want to miss soccer.”

— Hadley

13B.2

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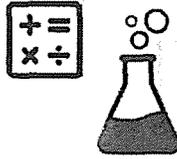
Research Data Infographic

The information below is based on the responses from 3rd-5th grade students at participating schools. The data was gathered and analyzed by Vital Research - one of the nation's leading research agencies in education.



83%

Of students look forward to coming to school



61%

Of students learned about math and science



91%

Of students had fun playing with their classmates



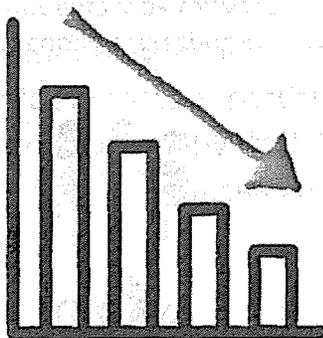
84%

Of students enjoyed Sports For Learning



84%

Of students feel healthier



Discipline Data

Schools have seen a 30-50% reduction in discipline referrals after implementation of the Sports For Learning program.



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/DISTRICT BUDGET COMMUNITY FORUM
TUESDAY, FEBRUARY 19, 2019
5:00 p.m. - 6:00 p.m.

Pursuant to Government Code Section 54956 and Education Code Section 35144, the Special Meeting of the Governing Board was held on Tuesday, February 19, 2019 at 5:00 p.m. -6:00 p.m., and conducted its business meeting at **Ocean View Hills School - Auditorium - 4919 Del Sol Blvd, San Diego, CA 92154. Should a quorum of the Board not be present for the meeting, the Special Meeting will be adjourned and the District will proceed with the Budget Community Forum.**

Minutes

1. CALL TO ORDER Who: President I. Lopez Time: 5:05 p.m.

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

3. FLAG SALUTE by Irene Lopez, Board President

4. AGENDA

The Board approved the agenda for the meeting.

Motion: R. Lopez Second: Pallasigue Vote: 3-0

5. GENERAL ADMINISTRATION

5.1 DISTRICT BUDGET COMMUNITY FORUM

District Budget Overview by Marilyn Adrianzen, Chief Business Official. Members of the Public were invited to ask questions and provided comments following the Budget Overview presentation. In the interest of time, questions and comments were brief. Marilyn Adrianzen, CBO, and Dr. Gina A. Potter, Superintendent, were available to answer additional questions after the forum was adjourned from 6:00 - 8:00 p.m.

Member Pallasigue made a motion to adjourn, seconded by Member R. Lopez. The vote was 3-0.

6. ADJOURNMENT Time: 6:05 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/DISTRICT BUDGET COMMUNITY FORUM
THURSDAY, JANUARY 31, 2019
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, January 31, 2019 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. Should a quorum of the Board not be present for the meeting, the Special Meeting will be adjourned and the District will proceed with the Budget Community Forum.**

Minutes

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

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

Mrs. Irene Lopez, Board President
Mr. Humberto Gurmilan, Board Vice-President
Mr. Antonio Martinez, Board Clerk - *Absent*
Mr. Rudy Lopez, Member
Mrs. Rosaleah Pallasigue, Member

3. FLAG SALUTE by Irene Lopez, Board President

4. AGENDA

The Board approved the agenda for the meeting.

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

5. GENERAL ADMINISTRATION

Member Pallasigue made a motion to begin the District Budget Community Forum, seconded by Member R. Lopez. The vote was 4-0.

5.1 DISTRICT BUDGET COMMUNITY FORUM

District Budget Overview by Marilyn Adrianzen, Chief Business Official. Members of the Public were invited to ask questions and provided comments following the Budget Overview presentation.

Member R. Lopez made a motion to adjourn, seconded by Member Pallasigue. The vote was 4-0.

6. ADJOURNMENT Time: 6:30 p.m.

Respectfully Submitted,

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

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: February 28, 2018

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

INITIAL: MA
 Informational
 Action

AGENDA ITEM: 2017-18 AUDIT REPORT

BACKGROUND INFORMATION:

In accordance with Education Code section 41020, public school districts are required to have an annual comprehensive financial and compliance audit conducted by an independent audit firm. On or before December 15th, the school districts shall file the audit report with the county superintendent of schools of their respective county.

The 2017-18 audit was recently completed by the auditing firm of Wilkinson, Hadley, King & Co., LLP. The District was granted an extension due to extraordinary circumstances. Education Code Section 41020.3, further stipulates that the governing board of a school district shall review, at a public meeting the annual audit report. Report is provided under separate cover.

RECOMMENDATION:

Review of the 2017-18 Annual Financial Audit Report.

LCAP GOAL AND ACTION/SERVICE (please indicate):

<input type="checkbox"/> Renewal	<input checked="" type="checkbox"/> New	<input type="checkbox"/> Amendment	<input type="checkbox"/> Ratify	<input type="checkbox"/> Other	Business Services Reviewed: <u>MA</u>
Financial Implications?		Are funds for this item available in the 2018-2019 Budget?			Requisition #
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> 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
Gina A. Potter, Ed.D., Superintendent
Secretary to the Board

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: February 28, 2019

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

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

INITIAL: Gap
 Informational
 Action

AGENDA ITEM: 2019 CSBA DELEGATE ASSEMBLY ELECTION

BACKGROUND INFORMATION:

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

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

Annually, CSBA in accordance with its Bylaws, begins the process of developing the membership of its Delegate Assembly. These Delegate Assembly elections must be made by Governing Boards within their geographic sub regions or areas. Region 17 San Diego County has 7 vacancies. Attached you will find material regarding elections of representatives from Region 17 to the 2019 CSBA Delegate Assembly. Delegates will serve two-year terms beginning April 1, 2019 – March 31, 2021.

RECOMMENDATION:

Election of the following representatives to the 2019 CSBA Delegate Assembly (7 vacancies): Maria Betancourt-Castaneda (National SD), Leslie Ray Bunker (Chula Vista ESD)*, Stephen Cochrane (Del Mar Un. SD), Maria Dalla (National SD), Al Guerra (Alpine Un. SD)*, Andrew Hayes (Lakeside Un. SD), Beth Hergesheimer (San Dieguito Un HSD)*, Rodolfo Lopez (San Ysidro SD), Douglas W. Paulson (Escondido Un. SD), Dawn Perfect (Ramona USD)* and Barbara Ryan (Santee SD)*.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Business Services Reviewed: mu

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

Gina A. Potter

Superintendent's Office Certification:

14.3

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

CORRECTED BALLOT – USE THIS BALLOT

This complete, **ORIGINAL** Ballot must be **SIGNED** by the Superintendent or Board Clerk and returned in the enclosed envelope postmarked by the post office No later than **FRIDAY, MARCH 15, 2019**. Only ONE Ballot per Board. Be sure to mark your vote “**X**” in the box.
A PARTIAL, UNSIGNED, PHOTOCOPIED, OR LATE BALLOT WILL NOT BE VALID.

OFFICIAL 2019 DELEGATE ASSEMBLY BALLOT
REGION 17
(San Diego County)

Number of vacancies: 7 (Vote for no more than 7 candidates)

Delegates will serve two-year terms beginning April 1, 2019 - March 31, 2021

**denotes incumbent*

	Maria Betancourt-Castaneda (National SD)
	Leslie Ray Bunker (Chula Vista ESD)*
	Stephen Cochrane (Del Mar Un. SD)
	Maria Dalla (National SD)
	Al Guerra (Alpine Un. SD)*
	Andrew Hayes (Lakeside Un. SD)
	Beth Hergesheimer (San Dieguito Un. HSD)*
	Rodolfo Lopez (San Ysidro SD)
	Douglas W. Paulson (Escondido Un. SD)
	Dawn Perfect (Ramona USD)*
	Barbara Ryan (Santee SD)*

Provision for Write-in Candidate Name

School District

Signature of Superintendent or Board Clerk

Title

School District Name

Date of Board Action

2019 Delegate Assembly Candidate Biographical Sketch Form

DUE: Monday, January 7, 2019 – no late submissions accepted

Please complete, sign, and date this required ONE-page candidate biographical sketch form. An optional, ONE-page, single-sided, résumé may also be submitted; both will be copied exactly as received. Please do not state “see résumé” and do not re-type this form. It is the candidate’s responsibility to confirm that all nomination materials have been received by the CSBA Executive Office.

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

Signature: Maria Betancourt-Castañeda Date: January 7, 2019

Name: Maria Betancourt-Castañeda CSBA Region & subregion #: 17
 District or COE: National School District Years on board: 4
 Profession: Parent/Self Employed Contact Number (please v Cell Home Bus.): 619-495-8563
 *Primary E-mail: mbcastaneda@nsd.us
 (*Communications from CSBA will be sent to primary email)
 Are you an incumbent Delegate? Yes No | If yes, year you became Delegate: _____

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly. (Character count limit: 700)

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

Please describe your activities and involvement on your local board, community, and/or CSBA. (Character count limit: 700)

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

What do you see as the biggest challenge facing governing boards and how can CSBA help address it? (Character count limit: 700)

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

E-mail: nominations@csba.org, or fax to (916) 371-3407, or US Mail to: CSBA | Attn: Executive Office | 3251 Beacon Blvd., West Sacramento, CA 95691. Please only submit biosketch form via one of these modes only; do not send multiple times. If you have any questions, please contact the Executive Office at (800) 266-3382.



2019 Delegate Assembly Candidate Biographical Sketch Form

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

Signature: Leslie Ray Bunker Date: 12-31-18

Name: <u>Leslie Ray Bunker</u>	CSBA Region & subregion #: <u>17</u>
District or COE: <u>Chula Vista Elementary School District</u>	Years on board: <u>4</u>
Profession: <u>Retired Teacher</u>	Contact Number (please v <input type="checkbox"/> Cell <input type="checkbox"/> Home <input checked="" type="checkbox"/> Bus.): <u>619-425-9600, Ext. 1500</u>
*Primary E-mail: <u>leslie.bunker@cvesd.org</u>	
(*Communications from CSBA will be sent to primary email)	
Are you an incumbent Delegate? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, year you became Delegate: <u>2016</u>	

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

I want to help my district and the students of California by working with CSBA and state legislators. By working together, we can protect local control, improve funding and thus provide the best education for all students. I am a good listener, reliable and work well on a committee. I went with our PACER to speak with local legislators, participated in Legislative Action Day and I am now on the AEC 2019 planning committee. I am prepared to work for all of our students.

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

I am an active member of our board. I was President in 2018 and worked on the Policy Review Committee. I attend many district meetings and school events. I am involved in my church and it's mission work. I volunteer at the San Diego Zoo. I participate in Las Primeras (a women's philanthropic organization). In addition to the above noted CSBA activities, I attend our regional CSBA meetings.

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

Full and Fair Funding - CSBA must continue to educate legislators about unfunded mandates and the effects of the high cost of Special Education and STRS/PERS on education. CSBA needs to enlist the support of parents and the public by informing them about how we compare with other states. We must demonstrate what education could be like if we were the top funded state in the country.

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

Signature: Stephen Cochrane Digitally signed by Stephen Cochrane
Date: 2019.01.06 22:25:16 -10'00' Date: 01/07/2019

Name: Stephen Cochrane CSBA Region & subregion #: 17
 District or COE: Del Mar Union School District Years on board: 2
 Profession: SPED Professor/ Admin Contact Number (please v Cell Home Bus.): 858-414-0634
 *Primary E-mail: stephen.cochrane@alliant.edu
 (*Communications from CSBA will be sent to primary email)
 Are you an incumbent Delegate? Yes No | If yes, year you became Delegate: _____

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly. (Character count limit: 700)

As a parent, former special education teacher, special education professor and university administrator managing teacher credential programs and Master of Arts in Education degrees with 25 years experience in the field of Education, I believe I have acquired some significant knowledge and skills which would positively contribute to the body of committed people who are devoting themselves to continually improve public education in California.

Please describe your activities and involvement on your local board, community, and/or CSBA. (Character count limit: 700)

- Served as a PTA executive board member for two years.
- Served as the Chair for the Special Education Local Planning Area (SELPA), North Coastal Consortium for Special Education.
- Served on the Special Education Advisory Board for the California Office of Administrative Hearings (OAH) for two years
- Served on the Board of Directors to the San Diego Learning Disabilities Association for two years.
- Served on the Board of Directors for Education Advocacy for Children for two years.
- Primary curriculum developer for an entire Special Education Credential and Masters degree program.
- Taught every course in a Special Education Credential and Masters degree program.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it? (Character count limit: 700)

Challenges

- Changing the Special Education paradigm to improve student outcomes with or without additional funding.
- Implementing proactive measures to reduce cyberbullying.
- Implement proactive measures to increase social and emotional intelligences in students.
- Proactive measures to identify high school students' individual strengths and interests to help guide them in their post-secondary education and careers.

Solutions

- Collaboration between CSBA, Higher Education, Industry, Government and CA School Districts to identify goals and proactive solutions.

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Stephen Cochrane, Ph.D.

Professional Experience

Alliant International University 09/2015 – Present
System-wide Director, Special Education (Special Education Credential Programs)
Associate Professor, Special Education

Azusa Pacific University 09/2004 – 08/2015
Associate Professor, Special Education
Coordinator, Special Education Degree & Credential Programs

Office of Administrative Hearings (OAH) 10/ 2012 – 10/2014
Advisory Committee Member, California Office of Administrative Hearings Special Education Advisory Committee

- Linda Cabatic, Director and Chief Administrative Law Judge of the Office of Administrative Hearings appointed me to serve as an advisor pertaining to Special Education matters to this judicial body for a two-year term. In this role, I advised the judiciary on matters pertaining to Special Education.

Learning Disabilities Association of San Diego 01/2011 – 12/2012
Member, Board of Directors

Educational Advocacy for Children
Member, Board of Director 02/2005 – 06/2008

- Educational Advocacy for Children was a non-profit corporation comprised of professionals who worked together to assist school districts in preparing children with special needs for college and career after high school.

Presentations and Publications

- Presented at juried, peer-reviewed State, National, and International Education Conferences over a 16-year period on a variety of Education topics.



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

Signature: Maria Dalla

Date: December 12, 2018

Name: Maria Dalla

CSBA Region & subregion #: 17

District or COE: National School District

Years on board: Four

Profession: Retired

Contact Number (please v Cell Home Bus.): 619-318-4031

*Primary E-mail: mdalla@nsd.us

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

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

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly. (Character count limit: 700)

I am seeking to become a California School Boards Delegate because I want to participate in the policy making process to ensure that the California School Boards Association reflects the interests of the National School District and all school districts and county offices throughout the state. I have completed the California School Boards Association Masters in Governance Program and will continue to gain insight by seeking every opportunity to be informed and continuing to learn. I am ready to fulfill a critical governance role within the Association as a delegate.

Please describe your activities and involvement on your local board, community, and/or CSBA. (Character count limit: 700)

Community involvement and a fierce desire to advocate for the students of the National School District is my main motivation for having sought election to the National School District Governing Board. Now entering my second term as a school board member, I continue to invest a great deal of time educating myself and gaining skills that will help me make informed decisions for the betterment of our students and our district.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it? (Character count limit: 700)

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

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

Signature: Albert L Guerra

Digitally signed by Albert L Guerra
 Date: 2019.01.07 16:50:22 -08'00'

Date: 1/7/19

Name: Al Guerra

CSBA Region & subregion #: 17

District or COE: ALpine Union School District

Years on board: 5

Profession: Meeting and Events

Contact Number (please v Cell Home Bus.): 619-445-3236

*Primary E-mail: mralguerratrustee@gmail.com

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

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

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly. (Character count limit: 700)

I have been a Delegate for the last two years in the San Diego Subregion and I wish to continue in my current role. I have a sincere interest in the quality and efficiency of public education in the community. Also, I bring a "small school" district perspective to the meetings.

Please describe your activities and involvement on your local board, community, and/or CSBA. (Character count limit: 700)

I am a longtime resident of Alpine and know that great schools go hand-in-hand with great communities. My children have been in the Alpine Union School District since 2008 and are now in fourth, seventh, and tenth grade. The Alpine voters recently re-elected me to the Alpine Union School Board. I am currently School Board President, but I have held the Vice-President and Clerk position as well.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it? (Character count limit: 700)

I think that the substitute and teaching shortage is a problem all districts must deal with today. It would be nice to see CSBA work closer with the California Commission on Teaching Credentialing. We need solutions for quality substitutes and teachers.

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

Signature: *Andrew Hayes* Date: 1/2/2018

Name: Andrew Hayes CSBA Region & subregion #: 17
 District or COE: Lakeside Union School District Years on board: just elected
 Profession: CA Sen. Deputy District Director Contact Number (please v Cell Home Bus.): 619-922-7208
 *Primary E-mail: athayes32@gmail.com
(*Communications from CSBA will be sent to primary email)
 Are you an Incumbent Delegate? Yes No | If yes, year you became Delegate: _____

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly. (Character count limit: 700)

My interest in becoming a delegate is simple: I believe in public education. As a person who received a well-rounded public education I understand its value. My experience working for two state legislators has provided me with a deep understanding of the critical role our legislators have in shaping the future of our students. Working for the legislature has allowed me to truly understand our state government, its processes and the impact it has on local school district funding and programs. Additionally, working for the legislature has permitted me to build important relationships with various leaders across our region and learn about the diverse set of challenges we face in education.

Please describe your activities and involvement on your local board, community, and/or CSBA. (Character count limit: 700)

I'm a lifelong Lakeside resident and a former student of the district I'm now serving. My involvement in my community is diverse. I'm a founding member of the Lakeside Kiwanis Club and I'm a proud member of the Santee-Lakeside Rotary Club and the Lakeside Historical society. I'm a staunch advocate for our local business community because of all they do for our district and as a result I volunteer with our Chamber of Commerce. I'm passionate about Civic learning and I participate as a judge in the annual "We the People" constitution competition. Ultimately, I want to take my knowledge of our state legislature, our region and advocate for a well-rounded education for our students.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it? (Character count limit: 700)

I believe as boards we face an interrelated challenge. Namely, that our increasing district pension contributions directly impact the achievement of our students. The growth in contributions to PERS & STRS removes the opportunity for many districts to enhance our programs to meet the needs of all of our students, enhance the safety of our schools, compensate and train our employees and address the growing needs of our facilities. Though CSBA may not be able to stop the pension increases themselves CSBA can continue to create innovative solutions and build broad coalitions to support those programs and initiatives most impacted by these increasing costs through constant legislative advocacy.

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

Signature: Beth Hergesheimer

Date: 11/8/2018

Name: <u>Beth Hergesheimer</u>	CSBA Region & subregion #: <u>17</u>
District or COE: <u>San Dieguito Union High School District</u>	Years on board: <u>14</u>
Profession: <u>Business Administration</u>	Contact Number (please V <input type="checkbox"/> Cell <input type="checkbox"/> Home <input checked="" type="checkbox"/> Bus.): <u>760.753.6491</u>
*Primary E-mail: <u>beth.hergesheimer@sduhsd.net</u>	
(*Communications from CSBA will be sent to primary email)	
Are you an incumbent Delegate? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, year you became Delegate: <u>2014</u>	

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly. (Character count limit: 700)

I have served 4 years as a delegate, including as President, and would like to continue deepening my school board work through involvement as a delegate. Our district has wrestled with educational topics such as updating the district Strategic Plan, passing a school bond, boundary vs. choice attendance at our high schools, charter school applications, International Baccalaureate and AP Capstone programs, developing Common Core/NGSS materials, increasing/improving technology, serving special needs students, and seeking ways to give our ESL households more of a voice. Such efforts have given me some perspective on what other schools in our region and state are working with and toward.

Please describe your activities and involvement on your local board, community, and/or CSBA. (Character count limit: 700)

I have served as the board representative to the Encinitas and Solana Beach City/School Liaison Committees, represented K-14 schools on the Encinitas City General Plan Advisory Committee, and represented our district on the North Coastal school district's Legislative Action Network. I came up through the ranks of our local PTA in Health and Safety, Legislative, and President Roles. I have worked in Human Resources for manufacturing firms and non-profit and for-profit hospitals which I feel correlates well with the "people" business that schools are. I have held clerk, vice-president and president positions on our local board multiple times. I have served on 2 non-profit advisory boards...

What do you see as the biggest challenge facing governing boards and how can CSBA help address it? (Character count limit: 700)

Cultivating connections among all parties involved in student education: staff, parents, students, community, legislators, businesses, and so on, because there are no simple solutions in accomplishing the ongoing work toward decreasing achievement gaps, increasing graduation rates/college readiness, improving/stabilizing funding, addressing student health and safety concerns, ensuring safe facilities, and other education specific tasks that are core goals we need to address in preparing our students to be productive participants in their communities.

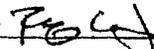
E-mail: nominations@csba.org, or fax to (916) 371-3407, or US Mail to: CSBA | Attn: Executive Office | 3251 Beacon Blvd., West Sacramento, CA 95691. Please only submit biosketch form via one of these modes only; do not send multiple times. If you have any questions, please contact the Executive Office at (800) 266-3382.

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Signature:  Date: 1/7/19

Name: Rodolfo Lopez CSBA Region & subregion #: 17
 District or COE: San Ysidro School District Years on board: Elected Nov. 2018
 Profession: Businessman Contact Number (please check Cell Home Bus.): (619) 581-7491
 *Primary E-mail: rodolfo.lopez@syzdschools.org
 (*Communications from CSBA will be sent to primary email)
 Are you an incumbent Delegate? Yes No | If yes, year you became Delegate: _____

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly. (Character count limit: 700)

I am interested in becoming a Delegate because I am committed to provide advocacy on behalf of the children of the San Ysidro School District. I want to participate in the policy making process to ensure that it reflects the interests of the San Ysidro School District and all school districts throughout the state. I want to strengthen the lines of communication between CSBA and local boards and school districts.

Having served on several Boards, I bring vast experience in Bond Oversight, policy making, budgeting and leadership. I have a degree in International Business and served in the Coast Guard Reserves.

Please describe your activities and involvement on your local board, community, and/or CSBA. (Character count limit: 700)

Served as a PTA President, currently a Board member for the San Ysidro Chamber of Commerce, Border View YMCA, and the Southwest Little League. I am a committee member for the Sweetwater Union High School District Bond Oversight Committee.

I am a lifelong resident and businessman in the San Ysidro community and have proudly helped support many San Ysidro families.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it? (Character count limit: 700)

One of the biggest challenges facing governing boards, is the budget. Specifically, the impact of pension costs and the lack of Special Education funding. CSBA must continue to be the voice for adequate funding for education in the state of California for our students.

E-mail: nominations@csba.org, or fax to (916) 371-3407, or US Mail to: CSBA | Attn: Executive Office | 3251 Beacon Blvd., West Sacramento, CA 95691. Please only submit biosketch form via one of these modes only; do not send multiple times. If you have any questions, please contact the Executive Office at (800) 266-3382.

2019 Delegate Assembly Candidate Biographical Sketch Form

DUE: Monday, January 7, 2019 – no late submissions accepted

Please complete, sign, and date this required ONE-page candidate biographical sketch form. An optional, ONE-page, single-sided, résumé may also be submitted; both will be copied exactly as received. Please do not state "see résumé" and do not re-type this form. It is the candidate's responsibility to confirm that all nomination materials have been received by the CSBA Executive Office.

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

Signature: *Douglas Paulson* Date: 12/10/2018

Name: <u>Douglas W. Paulson</u>	CSBA Region & subregion #: <u>17</u>
District or COE: <u>Escondido Union School District</u>	Years on board: <u>2</u>
Profession: <u>High School Teacher</u> Contact Number (please v <input checked="" type="checkbox"/> Cell <input type="checkbox"/> Home <input type="checkbox"/> Bus.): <u>760-522-8776</u>	
*Primary E-mail: <u>dpaulson@eusd.org</u>	
<small>(*Communications from CSBA will be sent to primary email)</small>	
Are you an incumbent Delegate? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, year you became Delegate: _____	

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly. (Character count limit: 700)

I am interested in increasing my participation in CSBA, especially in the areas of lobbying for full and fair educational funding and maintaining local control. I am in my second year as a school board member. I am proud to have worked collaboratively to promote a positive culture on our board and throughout our district. I recognize the importance of the local school board in setting the positive tone for the entire district. As Board President for the past year, I am proud of the emphasis we have placed on academics and the positive outcomes we are seeing. My background is in law enforcement and emergency services, and I've been a high school teacher for the past 22 years.

Please describe your activities and involvement on your local board, community, and/or CSBA. (Character count limit: 700)

I have completed the Master's in Governance Program, Board President's training, Governance Basics workshops, attended the CSBA Technology in the Classroom workshop, attended three CSBA annual conferences, and two CSBA political action programs. I have also participated in several Board workshops presented by CSBA. I believe that CSBA does an excellent job in assisting Boards to reach their full potential and in training board members to be effective advocates for education. I would like to expand beyond my local board to bring local voices to Sacramento to promote greater educational opportunities for all students.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it? (Character count limit: 700)

Local school boards face a great many challenges, many of them brought by a lack of funding and attempts by the State legislature to control educational activities without input or buy-in from education professionals or local communities. I believe that the California School Boards Association, through its local school board members, has the responsibility and power to advocate for full and fair funding for our schools and students. Equally, we need to ensure that local decisions are made by local communities. CSBA is most effective when it is training and supporting local boards to make high quality decisions as well as influencing decisions at the State level that can benefit local schools

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2019 Delegate Assembly Candidate Biographical Sketch Form

DUE: Monday, January 7, 2019 – no late submissions accepted

Please complete, sign, and date this required ONE-page candidate biographical sketch form. An optional, ONE-page, single-sided, résumé may also be submitted; both will be copied exactly as received. Please do not state "see résumé" and do not re-type this form. It is the candidate's responsibility to confirm that all nomination materials have been received by the CSBA Executive Office.

Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.
Signature: Dawn Perfect Date: January 1, 2019

Name: <u>Dawn Perfect</u>	CSBA Region & subregion #: <u>17</u>
District or COE: <u>San Diego</u>	Years on board: <u>10</u>
Profession: <u>Executive Director</u>	Contact Number (please v <input type="checkbox"/> Cell <input checked="" type="checkbox"/> Home <input type="checkbox"/> Bus.): <u>760.788.1983</u>
*Primary E-mail: <u>dawnperfect@att.net</u>	
(*Communications from CSBA will be sent to primary email)	
Are you an incumbent Delegate? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, year you became Delegate: <u>2012</u>	

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

CSBA is the strongest voice representing school board in shaping education policy for the state of California and I am eager to participate in that process.

We need a team of leaders to gather information and communicate the needs of our 42 San Diego school districts to the statewide organization. I have those skill and will work hard diligently to serve and represent Region 17 at the Delegate Assembly.

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

Masters in Governance and CSBA Annual Education Conference - Attendee 10 years
San Diego County Superintendent's Achievement Gap Task Force
Grossmont/Cuyamaca College District Educational Master Plan participant
CSBA Golden Bell Validator
CIF Coordinating Council
District Budget Steering & 7-11 Facilities Committees, School Site Council, PTSA & Booster Clubs

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

Some challenges facing school boards are how to stay informed on changing statewide policies affecting school districts including: Development and implementation of unique LCAP goals within statewide guidelines; Changes to funding of pension systems and how this affects district budgets over the next several years; operation of charter schools within school districts and oversight responsibilities; teacher recruitment and retention. Periodic brief, nut-shell summaries of current topics in education would be a way CSBA could help board members stay up to date. Local trainings, or webinars, and short refreshers of MIG topics and current legislation would be particularly helpful.

E-mail: nominations@csba.org, or fax to (916) 371-3407, or US Mail to: CSBA | Attn: Executive Office | 3251 Beacon Blvd., West Sacramento, CA 95691. Please only submit biosketch form via one of these modes only; do not send multiple times. If you have any questions, please contact the Executive Office at (916) 266-3382.

DAWN PERFECT

937 Bricklane Road, Ramona, California 92065

dawnperfect@att.net 760.788.1983

Dawn Perfect and her husband, Scott, are lifetime residents of San Diego County. They have four children; all educated in traditional public schools, as well as public Montessori and independent study programs.

An active volunteer in a variety of organizations, Dawn has always put an emphasis on education, both in the classroom and in the community. Through service with an assortment of non-profit groups, Dawn has forged a bond between classroom education and community opportunities available to students.

College readiness, vocational education through the integration of STEAM (science, technology, engineering, arts and math) and closing the achievement gap are key areas of interest.

Dawn was recently re-elected to a third term on the Ramona Unified Governing Board. She has served as Board President 3 years and Vice President 3 years

Employment: Ramona Parks and Recreation – Executive Director

Community Activities & Recognitions:

San Diego County School Board Member of the Year 2018

San Diego Region 17, California School Boards Association - Treasurer

Revitalization Infrastructure Chairperson, reporting to County Supervisor Dianne Jacob

Ramona Chamber of Commerce Citizen of the Year Nominee 2013

Grossmont/Cuyamaca College District – Educational Master Plan Advisory Group

CIF Coordinating Council

Community Planning Group – Transportation & Trails, Parks, Town Center Development

Palomar Health Community Action Council – Member

Ramona Intergenerational Campus – Chairperson

Friends of the Ramona Library – Lifetime Member

Boy Scouts of America – Award of Merit, Distinguished Commissioner, Council Silver Beaver

Education: San Diego State University, Palomar College; AA General Studies, AA Liberal Arts & Sciences, CSBA Masters in Governance

Ramona Unified School District Service: Elected Governing Board Member 2008, 2012, and 2016

Budget Steering Committee, 7-11 Facilities Committee, School Site Council President



2019 Delegate Assembly Candidate Biographical Sketch Form

DUE: Monday, January 7, 2019 – no late submissions accepted

Please complete, sign, and date this required ONE-page candidate biographical sketch form. An optional, ONE-page, single-sided, résumé may also be submitted; both will be copied exactly as received. Please do not state "see résumé" and do not re-type this form. It is the candidate's responsibility to confirm that all nomination materials have been received by the CSBA Executive Office.

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

Signature: Barbara Ryan

Date: December 18, 2018

Name: <u>Barbara Ryan</u>	CSBA Region & subregion #: <u>17</u>
District or COE: <u>Santee School District</u>	Years on board: <u>39</u>
Profession: <u>Vice President, Gov't Affairs</u>	Contact Number (please v <input type="checkbox"/> Cell <input type="checkbox"/> Home <input checked="" type="checkbox"/> Bus.): <u>(619) 258-2304</u>
*Primary E-mail: <u>barbara.ryan@santeesd.net</u>	
(*Communications from CSBA will be sent to primary email)	
Are you an incumbent Delegate? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, year you became Delegate: <u>1986</u>	

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly. (Character count limit: 700)

I wish to continue serving as a member of the Delegate Assembly to support CSBA in its role of speaking on behalf of students. My service as a school board member, in my community, and in my profession (Government Relations for a children's hospital) have provided me the opportunity to be well-versed on current issues facing local school boards and/CSBA, and well-positioned to influence education policy at all levels.

Please describe your activities and involvement on your local board, community, and/or CSBA. (Character count limit: 700)

I have served as President, Vice-President, Clerk, and Legislative Representative on my board, serve on several school district committees, and represent my district on the Chamber Executive Board. In addition, I am a member of the San Diego County School Boards Association Executive Committee. I currently represent school boards on the Children's Initiative Board and my County's Children's Mental Health Advisory Council. My participation in CSBA, in addition to the Delegate Assembly, is as follows: Legislative Relations Chair (State & Federal); Legislative Committee; Coordinated Children's Services Task Force; School Facilities Task Force; Welfare Reform Committee; and Heath Task Force.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it? (Character count limit: 700)

Governing boards are charged with making sure the students in their districts receive the best possible educational experiences. I believe the biggest challenge we face today is having adequate resources and supportive laws/regulations to allow us to provide the highest quality education for our students. Advocacy at all levels of government is the key to success. CSBA can help address this challenge by continuing to provide advocacy training for board members and to use those collective voices to influence public policy.

E-mail: nominations@csba.org, or fax to (916) 371-3407, or US Mail to: CSBA | Attn: Executive Office | 3251 Beacon Blvd., West Sacramento, CA 95691. Please only submit biosketch form via one of these modes only; do not send multiple times. If you have any questions, please contact the Executive Office at (800) 266-3382.

BARBARA RYAN

Biography

SCHOOL BOARD SERVICE

- **Santee Board of Education**
 - First elected in 1979
 - Re-elected in 1981, 1986, 1990, 1994, 1998, 2002, 2006, 2010, 2014, and 2018
 - Served as President, Vice President, Clerk and Legislative Representative
 - Currently serves as Legislative Representative

- **San Diego County School Boards Association**
 - Served as President, Vice President, Treasurer and Legislative Representative

- **California School Boards Association**
 - Currently:**
 - Member, Delegate Assembly
 - Member, Legislative Network
 - Served as:**
 - Legislative Relations Chair
 - Member, Legislative Committee
 - Member, Coordinated Children's Services Task Force
 - Member, School Facilities Task Force
 - Member, Welfare Reform Committee
 - Member, Health Task Force
 - Member, Condition of Children Council

COMMUNITY SERVICE (Past and Present)

- SAY San Diego, Board of Directors
- First 5 San Diego, Commission Member
- San Diego Commission on Children, Youth and Families
- Children's Initiative Board of Directors
- Foster Grandparents Board of Directors
- Serra Mesa Planning Group Executive Board
- Kearny Mesa Planning Group Executive Board
- School Site Council
- PTA Executive Board
- East County YMCA Board
- Santee Chamber of Commerce

AWARDS ACCOMPLISHMENTS

- East County Chamber of Commerce Women's in Leadership Award 2017
- SDCSBA Board Member of the Year 2011
- Champion for Children Award, Voices for Children
- YWCA Tribute to Women in Business Award
- President's Award, Santee Chamber of Commerce
- California Assembly Woman of the Year
- PTA Continuing Service Award
- PTA Honorary Service Award
- Citizen of the Year, Phi Delta Kappa
- Citizen of the Year, Santee Kiwanis Club

PROFESSIONAL

- Vice President, Government Affairs and Advocacy – Rady Children's Hospital-San Diego

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: February 28, 2019

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

FROM:
Human Resources
Daniel Zummo, Executive Director

INITIAL: DZ
 Informational
 Action

AGENDA ITEM: RESOLUTION NO. 18/19-0039

BACKGROUND INFORMATION:

California Education Code section 44929.21 provides that the Governing Board of the San Ysidro School District shall notify certificated probationary employees, on or before March 15 of the employee's second complete consecutive school year of probationary employment, of the decision to not reelect the employee for the next succeeding school year.

This resolution identifies probationary certificated employees intended for non-reelection pursuant to Education Code section 44929.21. These individual employees will be noticed of the decision to non-reelect for the 2019-2020 school year.

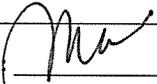
RECOMMENDATION:

Adopt Resolution No. 18/19-0039 authorizing the District to notice individual, probationary, certificated employees of the district's intent to non-reelect for the 2019-2020 school year.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

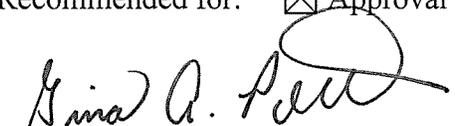
(Amount)

(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

**EXHIBIT A
NON-REELECTION
OF PROBATIONARY CERTIFICATED EMPLOYEES
FOR THE 2019-2020 SCHOOL YEAR (Education Code §44929.21)**

Employee ID

607270

622713

Status

Probationary II Teacher

Probationary Administrator

**NOTICE TO THE GOVERNING BOARD OF RECOMMENDATION TO REDUCE
AND/OR ELIMINATE PROGRAMS AND SERVICES FOR THE 2019-2020 SCHOOL
YEAR PURSUANT TO EDUCATION CODE SECTIONS 44949 AND 44955**

TO: GOVERNING BOARD, SAN YSIDRO SCHOOL DISTRICT

The undersigned, Superintendent of the San Ysidro School District, hereby gives notice to the Governing Board pursuant to subdivision (a) of section 44949 of the Education Code and recommends that the Governing Board reduce and/or eliminate the programs and services set forth in Exhibit "A" attached hereto and incorporated herein by this reference.

It is necessary to decrease the number of employees of the District for the 2019-2020 school year consistent with the recommended reduction and/or elimination of the described particular kinds of services. The Governing Board should send a notice to the affected employees pursuant to Education Code sections 44949 and 44955 that their services will be reduced and/or eliminated effective at the end of the 2018-2019 school year.

Respectfully submitted,

Dr. Gina Potter
Superintendent

_____, 2019

[Exhibit A]

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: February 28, 2019

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

FROM:
Human Resources
Daniel Zummo, Executive Director

INITIAL: DZ
 Informational
 Action

AGENDA ITEM: RESOLUTION NO. 18/19-0040

BACKGROUND INFORMATION:

It has been determined that it will be necessary to reduce or discontinue the following particular kinds of services of the District at the close of the 2018-2019 school year for fiscal and budgetary reasons. The District will have to reduce the number of permanent certificated employees performing particular kinds of service.

This resolution identifies the kinds of services to be reduced or discontinued no later than the beginning of the 2019-2020 school year for the positions of Assistant Principal, Coordinator of State and Federal Programs; Pupil Services, Instructional Lead/Teacher on Special Assignment, Multiple Subject Teachers, Psychologist, Single Subject Teacher: English, Single Subject Teacher: Physical Education, Single Subject Teacher: Social Science, Single Subject Teacher: Spanish, and Social Worker (25.0 FTEs).

RECOMMENDATION:

Approve Resolution No. 18/19-0040 authorizing the District to reduce or discontinue the following particular kinds of services of the District at the close of the 2018-2019 school year for fiscal and budgetary reasons.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal #1: Student Achievement – 1.5 Staffing

Renewal New Amendment Ratify Other

Business Services Reviewed: *ma*
Requisition #

Financial Implications? Are funds for this item available in the 2018-2019 Budget?
 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
Gina A. Potter, Ed.D., Superintendent
Secretary to the Board

**NOTICE TO THE GOVERNING BOARD OF RECOMMENDATION TO REDUCE
AND/OR ELIMINATE PROGRAMS AND SERVICES FOR THE 2019-2020 SCHOOL
YEAR PURSUANT TO EDUCATION CODE SECTIONS 44949 AND 44955**

TO: GOVERNING BOARD, SAN YSIDRO SCHOOL DISTRICT

The undersigned, Superintendent of the San Ysidro School District, hereby gives notice to the Governing Board pursuant to subdivision (a) of section 44949 of the Education Code and recommends that the Governing Board reduce and/or eliminate the programs and services set forth in Exhibit "A" attached hereto and incorporated herein by this reference.

It is necessary to decrease the number of employees of the District for the 2019-2020 school year consistent with the recommended reduction and/or elimination of the described particular kinds of services. The Governing Board should send a notice to the affected employees pursuant to Education Code sections 44949 and 44955 that their services will be reduced and/or eliminated effective at the end of the 2018-2019 school year.

Respectfully submitted,

Dr. Gina Potter
Superintendent

_____, 2019

[Exhibit A]

Exhibit "A"

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

Kinds of Services	Number of Full-Time Equivalent Positions (FTEs)
Assistant Principal	1.0
Coordinator of State and Federal Programs; Pupil Services	1.0
Instructional Lead/Teacher on Special Assignment	8.0
Multiple Subject Teachers	9.0
Psychologist	1.0
Single Subject Teacher: English	1.0
Single Subject Teacher: Physical Education	1.0
Single Subject Teacher: Social Science	1.0
Single Subject Teacher: Spanish	1.0
Social Worker	1.0
Total FTEs	25.0

SAN YSIDRO SCHOOL DISTRICT
SAN DIEGO COUNTY, CALIFORNIA

BOARD RESOLUTION 18/19-0040

February 28, 2019

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

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

Kinds of Services	Number of Full-Time Equivalent Positions (FTEs)
Assistant Principal	1.0
Coordinator of State and Federal Programs; Pupil Services	1.0
Instructional Lead/Teacher on Special Assignment	8.0
Multiple Subject Teachers	9.0
Psychologist	1.0
Single Subject Teacher: English	1.0
Single Subject Teacher: Physical Education	1.0
Single Subject Teacher: Social Science	1.0
Single Subject Teacher: Spanish	1.0
Social Worker	1.0
Total FTEs	25.0

WHEREAS, it shall be necessary to terminate, at the end of the 2018-19 school year, the employment of certain certificated employees of the District as a result of this reduction or discontinuance in particular kinds of services; and

WHEREAS, the Governing Board is required by law to give notice, on or before to March 15, 2019, to all certificated employees affected by any decision to reduce or discontinue these particular kinds of services;

NOW, THEREFORE, IT IS HEREBY RESOLVED THAT:

- A. The Board hereby approves the reduction and/or discontinuance of the aforementioned services to occur at the close of the current school year;
- B. The Board hereby determines that, as the result of the above-stated reduction in force, it will be necessary to terminate, at the end of the 2018-19 school year, the employment of certificated employees of the District in a quantity that will facilitate the elimination of the FTEs specified in the aforementioned recommendation;

- C. The Board hereby determines that there is a specific need at the District for personnel to teach specific courses of study and to retain certificated employees possessing the special training and experience needed to teach such courses that another employee with greater seniority does not possess. These specific needs of the District are set forth in the attached Exhibit A and are incorporated herein by reference and, pursuant to Education Code section 44955(d)(1), the Board hereby determines that the reduction in force shall not include any permanent or probationary certificated employee who, by his/her training, experience, and assignment, is described within Exhibit A to this Resolution;
- D. In order to implement this reduction in force, it may be necessary to apply tie-breaking criteria to distinguish among certificated employees who first rendered paid probationary service to the District on the same date and, pursuant to Education Code section 44955(b), the Board determines that the order of layoff as between such employees shall be based on the criteria set forth in the attached Exhibit B which is incorporated herein by reference;
- E. Pursuant to Education Code section 44955(b), the Board shall retain employees who are certificated and competent to render services over more senior employees who are not certificated and/or competent to render the same services. "Certificated" shall mean that an employee possesses a credential issued by the California Commission on Teacher Credentialing that authorizes him/her to render instruction or services in the subject matter area in which he/she claims to be entitled to render instruction or services, or has been lawfully exempted or received a waiver from the credential requirement. "Competent" shall mean that the employee has actually rendered instruction or services as a District employee (except as a day-to-day substitute) in the subject matter area in which he/she claims to be entitled to render instruction or services during at least one of the last five school years; and
- F. The Superintendent or designee is directed to send appropriate notices to all employees affected by this reduction in force pursuant to the relevant Education Code provisions, to take all necessary action to implement this Resolution, and to afford the employees all rights to which they are entitled under law.

ADOPTED, SIGNED AND APPROVED this _____ day of _____.

GOVERNING BOARD OF THE
SAN YSIDRO SCHOOL DISTRICT

By: _____

President of the Governing Board
San Ysidro School District

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

AYES: _____

NOES: _____

ABSENT: _____

GOVERNING BOARD OF THE
SAN YSIDRO SCHOOL DISTRICT

By: _____

Clerk of the Governing Board
San Ysidro School District

Exhibit A

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

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

1. Employees who possess a valid Special Education credential, who are currently working in a special education position, and who are expected to work as a special education teacher in the 2019-20 school year.

Employees who meet any of the foregoing criteria for some but not all of their assignment(s) shall be retained only as to that portion of their assignment(s) in 2019-20 that meets the foregoing criteria.

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

Exhibit B

TIEBREAKING CRITERIA PURSUANT TO EDUCATION CODE SECTION 44955(b)

For purposes of determining order of layoff and order of reemployment with regard to the reduction in force effective at the close of the 2018-19 school year, employees sharing the same first date of paid probationary service to the District shall be awarded tiebreaking points on the following basis:

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

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

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

If application of the foregoing criteria still fails to resolve a tie among two or more employees, the seniority of the remaining tied employees shall be determined by the numerical value of the last three digits of the “document number” on the most-recently issued credential, certificate, authorization, permit, or other official record listed by the California Commission on Teacher Credentialing on its website as of 12:00 p.m. on March 15, 2019. If this criterion is used, the employee with the highest three-digit number shall be considered the more senior employee.

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

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: February 28, 2019

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

FROM:
Human Resources
Daniel Zummo, Executive Director

INITIAL: DZ
 Informational
 Action

AGENDA ITEM: RESOLUTION NO. 18/19-0041

BACKGROUND INFORMATION:

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

This resolution identifies temporary certificated employees intended for release pursuant to Education Code section 44954(b). These individual employees will be noticed of the decision to release and non-reelect for the 2019-2020 school year.

RECOMMENDATION:

Adopt Resolution No. 18/19-0041 authorizing the District to notice individual, temporary, certificated employees of the district's intent to release and/or non-reelect for the 2019-2020 school year.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

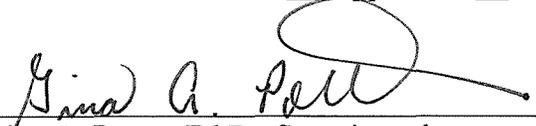
(Amount)

(Name of funding source and/or location)

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:



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

SAN YSIDRO SCHOOL DISTRICT

**RESOLUTION NO. 18/19-0041
RELEASE OF TEMPORARY CERTIFICATED EMPLOYEES**

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

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

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

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

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

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

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

WHEREAS, the Superintendent of the San Ysidro School District has recommended to the Governing Board that particular kinds of services be reduced or eliminated no later than the end of the 2018-19 school year; and,

WHEREAS, the Governing Board has determined that a reduction in particular kinds of services is needed no later than the last contracted day of the 2018-19 school year; and,

WHEREAS, the Superintendent has indicated that the reduction in particular kinds of services is related to the loss or potential loss of revenue limit funding and of certain categorical or specially-funded programs, the possibility of probationary and permanent employees returning from leaves of absence, and other considerations that relate directly to the justifications for employment of temporary certificated employees; employees and that such services are set forth in **Exhibit A** attached hereto and incorporated by reference herein; and,

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

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

1. That all of the foregoing recitals are true and correct.
2. That the employees listed below shall be released from their temporary positions no later than the last contracted day of the 2018-19 school year.

ID#s of Employees being released

114274
216529
461077
529766
607135
619127
621416

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

PASSED AND ADOPTED by the Governing Board of the San Ysidro School District at a regular meeting held on February 28, 2019, by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD:

President

Member

Member

Member

Member

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: February 28, 2019

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

FROM:
Human Resources
Daniel Zummo, Executive Director

INITIAL: DZ
 Informational
 Action

AGENDA ITEM: 2019-2020 STUDENT CALENDAR

BACKGROUND INFORMATION:

In order to establish the 2019-2020 school year and to make necessary instructional plans, the San Ysidro School District recommends the adoption of the attached Student Calendar for the 2019-2020 school year.

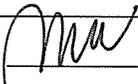
RECOMMENDATION:

Approve the 2019-2020 Student Calendar.

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

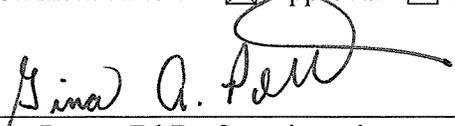
N/A
(Amount)

--
(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

2019

SAN YSIDRO SCHOOL DISTRICT STUDENT CALENDAR

2020

Month	M	T	W	TH	F	Student Days	Holidays	
July 2019	1	2	3	4	5	8	7/4 - Independence Day - Legal Holiday	
	8	9	10	11	12			
	15	16	17	18	19			
	22	23	24	25	26			7/22 - First Day for Students
	29	30	31					
August 2019				1	2	22		
	5	6	7	8	9			
	12	13	14	15	16			
	19	20	21	22	23			
	26	27	28	29	30			
September 2019	2	3	4	5	6	14	9/2 - Labor Day - Legal Holiday	
	9	10	11	12	13			
	16	17	18	19	20			
	23	24	25	26	27			9/23 - 10/7 Fall Break
	30							
October 2019		1	2	3	4	18		
	7	8	9	10	11			10/8 - Students Return
	14	15	16	17	18			
	21	22	23	24	25			10/25 - End of first trimester (58 days)
	28	29	30	31				
November 2019	4	5	6	7	8	15	11/4 - 11/8 - Parent Conferences	
	11	12	13	14	15			11/11 - Veteran's Day - Legal Holiday
	18	19	20	21	22			11/25 - 11/27 Non Instructional days
	25	26	27	28	29			11/28 - Thanksgiving Legal
								11/29 - Local Holiday
December 2019	2	3	4	5	6	15		
	9	10	11	12	13			
	16	17	18	19	20			
	23	24	25	26	27			12/23 - 1/13 Winter Break
	30	31						12/24 - 12/25 Declared and Legal Holidays
January 2020			1	2	3	13	12/31 - Declared Holiday	
	6	7	8	9	10			1/1 - New Year's Day - Legal Holiday
	13	14	15	16	17			
	20	21	22	23	24			1/14 - Students Return
	27	28	29	30	31			1/20 - Martin Luther King Jr. - Legal Holiday
February 2020	3	4	5	6	7	18		
	10	11	12	13	14			2/14 - In lieu of Lincoln Day - Legal Holiday
	17	18	19	20	21			2/17 - Washington Day - Legal Holiday
	24	25	26	27	28			2/21 - End of second trimester (60 days)
March 2020	2	3	4	5	6	15		
	9	10	11	12	13			3/2 - 3/6 - Parent Conferences
	16	17	18	19	20			
	23	24	25	26	27			3/23 - 4/6 Spring Break
	30	31						3/30 - In lieu of Cesar Chavez - Observed Holiday
April 2020			1	2	3	18		
	6	7	8	9	10			4/7 - Students Return
	13	14	15	16	17			
	20	21	22	23	24			
	27	28	29	30				
May 2020					1	20		
	4	5	6	7	8			
	11	12	13	14	15			
	18	19	20	21	22			
	25	26	27	28	29			5/25 - Memorial Day - Legal Holiday
June 2020	1	2	3	4	5	4	6/4 - End of third trimester (62 days)	
	8	9	10	11	12			6/4 - Last Day for Students
	15	16	17	18	19			
	22	23	24	25	26			
	29	30						

◇ First/Last Day for Students ○ Minimum Days □ Legal/Local Holidays
 - - - - - End of Trimester

School Closed 14.7
 Board Approved:

"Subject to modification if required by Collective Bargaining"

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: February 28, 2019

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

FROM:
Human Resources
Daniel Zummo, Executive Director

INITIAL: DZ
 Informational
 Action

AGENDA ITEM: 2020-2021 STUDENT CALENDAR

BACKGROUND INFORMATION:

In order to establish the 2020-2021 school year and to make necessary instructional plans, the San Ysidro School District recommends the adoption of the attached Student Calendar for the 2020-2021 school year.

RECOMMENDATION:

Approve the 2020-2021 Student Calendar.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal #1: Student Achievement

Renewal New Amendment Ratify Other

Business Services Reviewed: MW

Financial Implications?

Are funds for this item available in the 2018-2019 Budget?

Requisition #

Yes No

Yes No

N/A
(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

2020

SAN YSIDRO SCHOOL DISTRICT STUDENT CALENDAR

2021

Month	M	T	W	TH	F	Student Days	Holidays
July 2020			1	2	3		7/3 - In lieu of Independence Day - Legal Holiday
	6	7	8	9	10		
	13	14	15	16	17		
	20	21	22	23	24	10	7/20 - First Day for Students
	27	28	29	30	31		
August 2020	3	4	5	6	7		
	10	11	12	13	14		
	17	18	19	20	21		
	24	25	26	27	28	21	
	31						
September 2020		1	2	3	4		
	7	8	9	10	11		9/7 - Labor Day - Legal Holiday
	14	15	16	17	18		
	21	22	23	24	25		9/21 - 10/5 Fall Break
	28	29	30			13	
October 2020				1	2		
	5	6	7	8	9		10/6 - Students Return
	12	13	14	15	16		
	19	20	21	22	23		10/23 - End of first trimester (58 days)
	26	27	28	29	30	19	
November 2020	2	3	4	5	6		11/2 - 11/6 - Parent Conferences
	9	10	11	12	13		11/11 - Veteran's Day - Legal Holiday
	16	17	18	19	20		11/23 - 11/25 Non Instructional days
	23	24	25	26	27		11/26 - Thanksgiving Legal
	30					15	11/27 - Local Holiday
December 2020		1	2	3	4		
	7	8	9	10	11		
	14	15	16	17	18		12/21 - 1/11 Winter Break
	21	22	23	24	25		12/24 - 12/25 Declared and Legal Holidays
	28	29	30	31		14	12/31 - Declared Holiday
January 2021					1		1/1 - New Year's Day - Legal Holiday
	4	5	6	7	8		
	11	12	13	14	15		1/12 - Students Return
	18	19	20	21	22		1/18 - Martin Luther King Jr. - Legal Holiday
	25	26	27	28	29	13	
February 2021	1	2	3	4	5		
	8	9	10	11	12		2/12 - Lincoln Day - Legal Holiday
	15	16	17	18	19		2/15 - Washington Day - Legal Holiday
	22	23	24	25	26		2/19 - End of second trimester (60 days)
						18	
March 2021	1	2	3	4	5		3/1 - 3/5 - Parent Conferences
	8	9	10	11	12		
	15	16	17	18	19		
	22	23	24	25	26		3/22 - 4/5 Spring Break
	29	30	31			15	3/29 - In lieu of Cesar Chavez - Observed Holiday
April 2021				1	2		
	5	6	7	8	9		4/6 - Students Return
	12	13	14	15	16		
	19	20	21	22	23		
	26	27	28	29	30	19	
May 2021	3	4	5	6	7		
	10	11	12	13	14		
	17	18	19	20	21		
	24	25	26	27	28		
	31					20	5/31 - Memorial Day - Legal Holiday
June 2021		1	2	3	4		6/3 - End of third trimester (62 days)
	7	8	9	10	11		6/3 - Last Day for Students
	14	15	16	17	18		
	21	22	23	24	25		
	28	29	30			3	
						180	

◇ First/Last Day for Students ○ Minimum Days □ Legal/Local Holidays
 - - - - - End of Trimester

School Closed 14.8
 Board Approved:

"Subject to modification if required by Collective Bargaining"

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: February 21, 2019

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

INITIAL: 
 Informational
 Action

AGENDA ITEM: AUTHORIZE ACCEPTANCE OF PHOTOVOLTAIC SOLAR ENERGY SYSTEMS AND FINAL PAYMENT OF CONTRACT FUNDS INTO COURT

BACKGROUND INFORMATION:

As per the Solar Power and Services Agreement dated October 8, 2008, and as amended April 9, 2018, entered with Manzana Energy, Inc., (previously known as EcoBusiness Alliance LLC), project retention is to be released upon successful installation and operation of the solar systems at seven schools sites and the District office. The systems have now received "Permission to Operate" from SDG&E. The District wishes to accept the systems as complete and release all remaining project funds as final payment by depositing all funds due and owing into court.

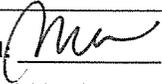
Under section 3.03 of the Agreement, the District may elect to purchase the solar system during its construction. If the District does so, title to the system transfers to the District upon completion of the system and payment to Manzana. The District previously elected to purchase the system and solar has been installed at seven school sites and the District office. The work has been completed and the District wants to take title to the system. Accordingly, the District is seeking authorization to accept the project and make final payment on the contract. Due to a pending stop notice action, the District is required to interplead the final payment into court in the pending action. By doing so, the District will release any claim to the contract funds and allow Manzana and the subcontractor claiming rights to those amounts to sort out entitlement thereto in court.

RECOMMENDATION:

1. Accept the solar systems at seven schools sites and the District office as complete.
2. Release retention and authorize legal counsel to interplead the funds with the Court.

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

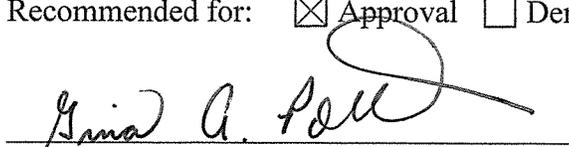
(Amount)

(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: February 28, 2019

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

FROM: Educational Services
Manuela Colom, Executive Director

INITIAL: *MC*
 Informational
 Action

AGENDA ITEM: ACCEPTANCE OF THE EVERY STUDENT SUCCESS ACT (ESSA)
COMPREHENSIVE SUPPORT AND IMPROVEMENT (CSI) GRANT AWARD

BACKGROUND INFORMATION:

Section 1003 of the Every Student Success Act (ESSA) provides resources and assistance to local educational agencies (LEAs) to improve student outcomes in schools that meet the criteria for Comprehensive Support and Improvement (CSI).

The ESSA requires LEAs to submit an application in order to receive ESSA, section 1003 funds for CSI. As a condition of funding, the LEA must partner with stakeholders, including school principals and other school leaders, teachers and parents to locally develop and implement a plan for the school to improve student outcomes. School planning and LEA support and assistance for each school receiving comprehensive support is incorporated into the Local Control Accountability Plan (LCAP) and school planning processes.

Awarded funds must be encumbered, expended, and legally obligated within the dates designated and must not exceed the maximum amount indicated in the Apportionment letter. No extensions or carryover of this grant will be allowed.

San Ysidro School District was awarded the ESS CSI Grant to support students from La Mirada and San Ysidro Middle School, funds will be monitored through the CDE's Federal and Program Monitoring process.

RECOMMENDATION:

Approve the acceptance of the funds from Every Student Success Act (ESSA) Comprehensive Support and Improvement (CSI) grant for La Mirada and San Ysidro Middle Schools in the amount of \$332,422.00 for fiscal year 2018-19 and 2019-20.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement – All students, including English Learners, will improve annually in all content areas.

<input type="checkbox"/> Renewal <input checked="" type="checkbox"/> New <input type="checkbox"/> Amendment <input checked="" type="checkbox"/> Ratify <input type="checkbox"/> Other	Business Services Reviewed: _____ Requisition # _____	
Financial Implications? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Are funds for this item available in the 2018-2020 Budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	_____ (Funding account number)
Revenue \$332,422.00 (Amount)	ESSA CSI Grant Award (Name of funding source and/or location)	-- (Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:

14.10

Page 1 of 10

Gina A. Potter

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



California Department of EDUCATION



[GMART Help](#)

Grant Management And Reporting Tool (GMART)

- [GMART Home](#)
- [Application Overview](#)
- [Sec 1-Intent to Apply](#)
- [Sec 2-Assurances etc.](#)
- [Sec 3-LEA Information](#)
- [Sec 4-Narrative Resp.](#)
- [Sec 5-Funding Plan](#)
- [Sec 6-Signatures](#)
- [Application Status](#)
- [CDE Contact Info](#)

[Logoff](#)

2018-19 Every Student Succeeds Act Comprehensive Support and Improvement Local Educational Agency Application for Funding

Application Status

Application Status: Submitted

The local educational agency should adhere to its record retention policies and print this application for record keeping.

[Print Submitted Application](#)

Application Submission and Review History:

*** - There is no data in this field

Application Version	Application Status	Date and Time	Name	Notes
1	Submitted	2/21/2019 10:11:58 AM	Manuela Colom	***

California Department of Education
1430 N Street
Sacramento, CA 95814

[Web Policy](#)



California Department of
EDUCATION



2018-19 Every Student Succeeds Act Comprehensive Support and Improvement Local Educational Agency Application for Funding

The application status last changed to "Submitted" on 02/21/19 10:11:58

Application Overview

Note: Each section of this application must be completed before advancing to subsequent sections.

PURPOSE

Section 1003 of the Every Student Succeeds Act (ESSA) provides resources and assistance to local educational agencies (LEAs) to improve student outcomes in schools that meet the criteria for Comprehensive Support and Improvement (CSI).

The ESSA requires LEAs to submit an application in order to receive ESSA, Section 1003 funds for CSI. As a condition of funding, the LEA must partner with stakeholders, including school principals and other school leaders, teachers, and parents to locally develop and implement a plan for the school to improve student outcomes. School planning and LEA support and assistance for each school receiving comprehensive support is incorporated into the Local Control and Accountability Plan (LCAP) and school planning processes.

The California Department of Education (CDE) is accepting applications from LEAs with schools meeting the criteria for CSI.

STATUTORY AUTHORITY

[ESSA Section 1003–School Improvement \(PDF\)](#)
Pages 9 through 11

[ESSA Section 1111\(d\)\(1\)–Comprehensive Support and Improvement \(PDF\)](#)
Pages 33 through 35

[SB–862 Budget Act of 2018 Chapter 449 Section 22 Item 6100-134-0890 Schedule \(2\)](#)

GRANT INFORMATION

The Budget Act of 2018 appropriated \$128,814,000 in ESSA, Section 1003 local assistance funding for CSI. The project period for this application begins March 18, 2019, and ends on June 30, 2020. ESSA, Section 1003 funds are available to each eligible LEA that submits an approvable application and will be allocated on the basis of a formula. The formula takes into consideration the total number of schools identified for CSI, statewide.

ESSA, Section 1003 funds are based on California's annual Title I, Part A allocation and are contingent upon the California Budget Act. Future funds will be made available to eligible LEAs.

ELIGIBILITY REQUIREMENTS

Applicants must be an LEA with schools meeting the criteria for CSI. An LEA is defined as a county office of education (COE), school district, or direct-funded charter school.

Under the ESSA, the state must identify schools in need of additional assistance based on various criteria. This requirement went into effect for the first time in 2018–19. Schools were selected for the first time in January 2019 based on the 2018 Dashboard.

School eligibility for CSI occurs one time every three years. Schools are eligible for CSI if they are a public high school with a graduation rate below 67 percent or at least the lowest-performing 5 percent of Title I schools.

CSI criteria and program information is located at <https://www.cde.ca.gov/sp/sw/t1/csi.asp>.

ALLOWABLE ACTIVITIES AND COSTS

As a condition of funding, the LEA must partner with stakeholders, including school principals and other school leaders, teachers, and parents to locally develop and implement a plan for each school meeting the criteria for CSI.

School planning and LEA assistance for each school that meets the criteria for CSI will be incorporated into the LCAP and school planning processes. If ESSA, Section 1003 funds for CSI are used to implement actions/services to meet a goal articulated in the LCAP, those CSI funds would be included in the LCAP. ESSA, Section 1003 funds for CSI that are distributed to the school from the LEA must be included in the School Plan for Student Achievement (SPSA), formerly known as the Single Plan for Student Achievement. CSI improvement strategies and activities must align to the goals, actions, and services identified in the LEA's LCAP.

ESSA, Section 1003 funds must only be spent on CSI strategies and/or activities directly related to the following improvement planning and implementation efforts:

- Capacity building
- Plan development and implementation, including:
 - ◆ Partnering with stakeholders
 - ◆ Conducting needs assessments and root cause analysis
 - ◆ Identification/development of evidence-based interventions, strategies, and/or activities
 - ◆ Using data to develop, implement, monitor, and evaluate improvement efforts
 - ◆ Reviewing/identifying resource inequities, which may include a review of LEA- and school-level budgeting

Federal planning requirements are established in the California Education Code Section 64001 and the Approved LCAP Template 2019.

Plan instructions for the LCAP and SPSA are located at <https://www.cde.ca.gov/re/lc/>.

CSI program requirements and information are located at <https://www.cde.ca.gov/sp/sw/t1/csi.asp>.

DISALLOWABLE ACTIVITIES AND COSTS

Funds provided under this grant shall not be used for the following purposes:

- Hiring additional permanent staff
- Supplanting of existing funding and efforts, including costs otherwise necessary to operate a school without these funds
- Acquisition of equipment for administrative or personal use
- Acquisition of furniture (e.g., bookcases, chairs, desks, file cabinets, tables) unless it is an integral part of an equipment workstation
- Food services, refreshments, banquets, or meals
- Purchase or rental of space
- Payment for memberships in professional organizations
- Purchase of promotional favors, such as bumper stickers, banners, pencils, pens, T-shirts, etc.
- Subscriptions to journals or magazines
- Travel outside of the United States
- Capital Outlay (Object Code 6000–6999)

Use of federal funds must be consistent with the Office of Management and Budget's (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. OMB information is located at <https://www.grants.gov/web/grants/learn-grants/grant-policies/omb-uniform-guidance-2014.html>.

GRANT REPORTING REQUIREMENTS

Actual expenditures for each performance period within the grant period shall be reported to the CDE as part of regular grant management and administration. The table below details reporting information and timelines.

Report Name	Reporting Data	Performance Period	Reporting Due Date
Report 1	Expenditures	March 18, 2019, to June 30, 2019	July 31, 2019

Report Name	Reporting Data	Performance Period	Reporting Due Date
Report 2	<ul style="list-style-type: none"> ■ Expenditures ■ Date the local school board approved each school's SPSA 	July 1, 2019, to October 31, 2019	November 30, 2019
Report 3	Expenditures	November 1, 2019, to February 29, 2020	March 31, 2020
Final Report	Expenditures	March 1, 2020, to June 30, 2020	July 31, 2020

Combined LEA- and school-level expenditures will be submitted for each required report. In addition to expenditure data, Report 2 must also include the date that the local school board approved each school's SPSA. If the CDE does not receive the required reports, funding may be delayed or the CDE may bill the LEA to recover funds distributed to the LEA.

In addition to the above reporting requirements, the CDE is required to include in its annual State Accountability Report Card the following: (1) the amount of ESSA, Section 1003 funds each school received, and (2) the types of strategies implemented in each school that received ESSA, Section 1003 funds.

The CDE will determine the method for collecting this data and provide details at a later date.

APPORTIONMENTS

The table below provides information for funds apportioned to the LEA.

First Apportionment	Second Apportionment	Third Apportionment	Fourth Apportionment	Final Apportionment
25% of the total LEA allocation	Claimed expenditures less prior payment			

The CDE will process payments approximately one month after the final date of each reporting period.

GRANT MONITORING

LEAs and schools that receive ESSA, Section 1003 funds for CSI will be monitored through the CDE's Federal and Program Monitoring process.

APPLICATION AND FUNDING RESULTS TIMELINE

Activity	Due Date
Funding Profile Posted to the CDE Web Page	January 31, 2019
2018-19 ESSA CSI LEA Application for Funding Release Date	February 4, 2019
2018-19 ESSA CSI LEA Application for Funding Webinar Walk-through	February 5, 2019 at 10 a.m.
2018-19 ESSA CSI LEA Application for Funding Due to the CDE	February 22, 2019 by 4 p.m.

Activity	Due Date
2018–19 ESSA CSI LEA Application for Funding Review by CDE Staff	February/March 2019
Funding Results and Schedule of Apportionments Posted to the CDE Web Page	March/April 2019

TECHNICAL ASSISTANCE

The CDE will conduct a webinar to walk through the process to complete the 2018–19 ESSA CSI LEA Application for Funding. The webinar will be conducted on February 5, 2019, at 2:00 p.m. For log on details, please visit the CSI web page located at <https://www.cde.ca.gov/sp/sw/t1/csi.asp>.

APPLICATION PROCESS

The 2018–19 ESSA CSI LEA Application for Funding is an online application that includes six sections: (1) Intent to Apply; (2) General Assurances, Certifications, Terms, and Conditions; (3) Local Educational Agency Applicant Information; (4) Narrative Responses; (5) 2018–19 Comprehensive Support and Improvement Preliminary Funding Plan; and (6) Signatures.

In order to receive ESSA, Section 1003 funds, each eligible LEA must complete and submit the 2018–19 ESSA CSI LEA Application for Funding to the CDE by the date specified in the Application and Funding Results Timeline. The LEA will receive email confirmation upon submission. The CDE will review each LEA application. If the LEA wishes to revise its online application after submission, the LEA must resubmit the application prior to the application due date as specified in the Application and Funding Results Timeline.

The CDE is not able to modify the application information after submission. Incomplete or late applications may delay funding.

Section 1: Intent to Apply

Each local educational agency (LEA) with schools meeting the criteria for Comprehensive Support and Improvement (CSI) must submit the 2018–19 ESSA CSI LEA Application for Funding. Any LEA that chooses not to apply for CSI funding is asked to submit this application to the CDE to communicate its intent. This will allow the CDE to reallocate the amount of funds available to those LEAs choosing to apply for funding.

Pursuant to Section 1111(d)(1)(B) of the ESSA, upon notification from the CDE, the LEA shall, for each school identified by the CDE and in partnership with stakeholders, locally develop and implement a plan for the school to improve student outcomes.

Choosing not to accept ESSA, Section 1003 funds does not relieve the LEA from meeting its statutory obligations under ESSA, Section 1111(d)(1). ESSA, Section 1003 provides resources and assistance to the LEA with schools meeting the criteria for CSI.

Please check one of the boxes below:

The LEA **intends** to apply for fiscal year (FY) 2018 ESSA, Section 1003 funds. By checking this box, the LEA must complete the remaining five sections of this application.

The LEA **does not intend** to apply for FY 2018 ESSA, Section 1003 funds. By checking this box, the LEA understands its statutory obligation to meet the requirements of the ESSA, Section 1111(d)(1). The LEA will be redirected to Section 6 to sign and submit this application.

Section 2: General Assurances, Certifications, Terms, and Conditions

General assurances, certifications, terms, and conditions are requirements of applicants and sub-grantees as a condition of receiving funds. The signed grant application submitted to the California Department of Education (CDE) is a commitment to comply with the general assurances, certifications, terms, and conditions associated with the grant.

GENERAL ASSURANCES AND CERTIFICATIONS

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The general assurances and certifications are available on the CDE Funding Forms web page at <https://www.cde.ca.gov/fg/fo/frm/ff.asp>. Applicants do not need to sign and return the general assurances and certifications

with the grant application. Instead, applicants must download the general assurances and certifications to keep them on file and available for compliance reviews, complaint investigations, or audits.

TERMS AND CONDITIONS

The 2018–19 Every Student Succeeds Act (ESSA) Comprehensive Support and Improvement (CSI) Local Educational Agency (LEA) Application for Funding must be electronically signed by the authorized agent of the LEA and submitted to the CDE using the online application.

The first apportionment will be processed upon review and approval of the 2018–19 ESSA CSI LEA Application for Funding. Subsequent apportionments will be processed based upon approved expenditures reported by the LEA.

All funds must be encumbered, expended, and legally obligated within the dates designated and must not exceed the maximum amount indicated in the Apportionment Letter. No extensions or carryover of this grant will be allowed.

In addition, the LEA agrees to comply with the following state and federal program terms and conditions:

1. Utilize the Local Control and Accountability Plan (LCAP) and school planning processes to locally develop and implement plans that meet federal requirements for each school receiving funds under Section 1003 of the ESSA for CSI.
2. Align improvement strategies and activities to the goals, actions, and services in the LEA's LCAP.
3. Monitor schools receiving ESSA, Section 1003 funds for CSI.
4. Use a rigorous review process to recruit, screen, select, and evaluate any external partners, other than the county office of education (COE) and other agencies within the state system of support that the LEA would partner with to develop and implement the plan for CSI.
5. Align other federal, state, and local resources to carry out activities supported with funds received.
6. Modify practices and policies as appropriate, to provide operational flexibility that enables full and effective implementation of the plans to improve student outcomes in schools meeting the criteria for CSI.
7. Assure that each school that the LEA serves will receive all of the state and local funds it would have received in the absence of ESSA, Section 1003 funds.
8. Ensure that ESSA, Section 1003 funds are spent as indicated in this application, and agree that funds will be used only to provide support to the school/s meeting the criteria for CSI, including locally developing, implementing, monitoring, evaluating, and approving plans for the school to improve student outcomes.

Section 3: Local Educational Agency Applicant Information

San Ysidro Elementary (County: San Diego)
 4350 Otay Mesa Rd., San Ysidro, 92173
 Preliminary FY 2018 LEA Allocation: \$332,422.00
 County/District Code: 37 68379
 NCES: 0635220 DUNS: 078733565

Please verify if the Local Educational Agency (LEA) Applicant Information listed above is accurate then check the appropriate box below. Applicant Information can be verified on the California School Directory web page located at <https://www.cde.ca.gov/schooldirectory/>.

The Preliminary Fiscal Year (FY) 2018 LEA Allocation can be verified at <https://www.cde.ca.gov/sp/sw/t1/documents/essaprelimdata.xlsx>.

LEAs can verify their DUNS number through the Online Public Update for Schools web page located at <https://www3.cde.ca.gov/opuscads/default.aspx>.

The LEA Applicant Information is **accurate**.

The LEA Applicant Information is **inaccurate**. (*Do not submit this application. Please use the "Save and Logoff" button and contact the School Improvement and Support Office by phone at 916-319-0833 or by email at SISO@cde.ca.gov for assistance.*)

Please provide the required First and Last names and contact information for the Primary and Secondary Grant Coordinators and the Fiscal Coordinator. If the LEA only has a Primary Grant Coordinator, please duplicate that information for the Secondary Grant Coordinator.

Primary Grant Coordinator

First and Last Name: Manuela Colom
Title: Exec. Director of Curriculum, Instructio
Phone: 619-428-4476
Ext: 3027
E-mail: manuela.colom@sysdschools.org
Fax:

Secondary Grant Coordinator

First and Last Name: Cynthia Gonzalez
Title: Coordinator of Data Evaluation and Asses
Phone: 619-428-4476
Ext: 3070
E-mail: cynthia.gonzalez@sysdschools.org
Fax:

Fiscal Coordinator

First and Last Name: Marilyn Adrianzen
Title: Chief Business Officer
Phone: 619-428-4476
Ext: 3004
E-mail: marilyn.adrianzen@sysdschools.org
Fax:

Section 4: Narrative Responses

The local educational agency (LEA) must provide complete responses to the three prompts below. Please note the character limits allowed for each prompt.

The LEA is required to utilize the Local Control and Accountability Plan (LCAP) and school planning processes to locally develop and implement a plan for the school to improve student outcomes in each school meeting the criteria for Comprehensive Support and Improvement (CSI).

Prompt 1: In the box below, describe any separate planning process that the LEA will use. If the LEA will not use any separate planning process, please type **NA** for the response. **(Max 100 characters)**

Response 1:

N/A

The LEA is required to utilize the LCAP and school planning processes to monitor schools identified for CSI.

Prompt 2: In the box below, describe any separate monitoring process that the LEA will use. If the LEA will not use any separate monitoring process, please type **NA** for the response. **(Max 100 characters)**

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Response 2:

N/A

For the prompt below, external partners include any external service provider **other than the county office of education and other agencies within the state system of support that the LEA would partner with to develop and implement the CSI plan.**

Prompt 3: Describe the LEA's rigorous review process to recruit, screen, select, and evaluate any external service provider with whom the LEA will partner. If the LEA will not partner with any external service provider/s, please type **NA** for the response. (Max 100 characters)

Response 3:

N/A

Section 5: 2018-19 Comprehensive Support and Improvement Preliminary Funding Plan

LEA Name	Preliminary FY 2018 LEA Allocation
San Ysidro Elementary	\$332,422.00

The local educational agency (LEA) must complete the required fields in the table below. From the LEA's preliminary allocation under this grant, the LEA may distribute funds among the schools meeting the criteria for CSI. The total amount of distributed funds must match the LEA's preliminary allocation.

Note: Final LEA allocations will be determined by the first reporting period. At that time, the LEA will be required to revise its Funding Plan according to the final funding results. Instructions for the revision will be provided to the LEA at a later date.

Instructions: Please use the "Edit" button to input data into the "Amount of Funds Distributed" fields. Once data has been entered, use the "Update" button to save the data or the "Cancel" button to cancel the revision.

*** - There is no data in this field

LEA and School Name	Preliminary FY 2018 Amount of Funds Distributed
San Ysidro Elementary (District)	\$33,242.00
La Mirada Elementary	\$149,590.00
San Ysidro Middle	\$149,590.00
Total Distributed	\$332,422.00

Section 6: Signatures

ASSURANCES/CERTIFICATIONS/TERMS/CONDITIONS:

As the duly authorized representative of the applicant, I have read all assurances, certifications, terms, and conditions associated with the 2018–19 Every Student Succeeds Act (ESSA) Comprehensive Support and Improvement (CSI) Local Educational Agency (LEA) Application for Funding and CSI program requirements; and I agree to comply with all requirements as a condition of funding.

I certify that all applicable state and federal rules and regulations will be observed and that to the best of my knowledge, the information contained in this application is correct and complete.

SIGNATURE

By signing this application electronically, I, the duly authorized representative of the applicant, agree that my electronic signature is the legally binding equivalent to my handwritten signature.

LEA Name:	San Ysidro School Dist
First and Last Name:	Manuela Colom
Title:	Executive Director Curr
Date:	02/21/2019
Email:	manuela.colom@sysdsc
Phone Number:	(619)428-4476

Note: If the LEA wishes to revise its online application after submission, the LEA must resubmit the application prior to the application due date as specified in the Application and Funding Results Timeline.

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California Department of Education
1430 N Street
Sacramento, CA 95814

[Web Policy](#)