San Ysidro School District
Governing Board

AGENDA

Thursday
July 11, 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
4350 Otay Mesa Road San Ysidro, CA 92173
Phone Number: (619) 428-4476 Fax Number: (619) 428-1505

REGULAR MEETING OF THE GOVERNING BOARD
THURSDAY, MAY 9, 2019
5:00 p.m.

Pursuant to Government Code Sections 54954 and 54954.2 and Education Code Section 35140, the Regular Meeting of the Governing Board was held on Thursday, May 9, 2019 with Closed Session held at 5:00 p.m. to 6:00 p.m., and reconvened into Open Session at 6:00 p.m. and conducted its business meeting at **La Mirada School - 222 Avenida De La Madrid, San Ysidro, CA 92173.** Closed Session was conducted in accordance with applicable sections of California Law.

MINUTES

1. CALL TO ORDER Who: President I. Lopez Time: 5:04 p.m.

2. ROLL CALL by Gina A. Potter, Ed.D., Superintendent & Secretary to the Board
Mrs. Irene Lopez, Board President – *Left at 7:27 p.m. due to a family emergency*
Mr. Humberto Gurmilan, Board Vice-President
Mr. Antonio Martinez, Board Clerk
Mr. Rudy Lopez, Member
Mrs. Rosaleah Pallasigue, Member

3. AGENDA
The Board approved the agenda and pulled Closed Session Item 5.1 from the agenda.

Motion: Martinez Second: Gurmilan Vote: Unanimous

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

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

5. GOVERNING BOARD – RECESSED to CLOSED SESSION at 5:08 p.m. in accordance with section 54954.5 regarding:

5.1 CONFERENCE WITH LEGAL COUNSEL - PENDING LITIGATION - *Pulled*
(Colom/Madera)
Pursuant to Government Code Section 54956.9(d)(1)
Name of Case: Special Education Due Process Hearing Student vs. SYSD;
OAH Case No.: 2018110004

5.2 CONFERENCE WITH LEGAL COUNSEL - PENDING LITIGATION
(Colom/Madera)
Pursuant to Government Code Section 54956.9(d)(1)
Name of Case: Special Education Due Process Hearing Student vs. SYSD;
OAH Case No.: 2019011047

5.3 CONFERENCE WITH LEGAL COUNSEL - PENDING LITIGATION (Adrianzen)
Pursuant to Government Code Section 54956.9 (d)(l)
Claim ID: Property Damage Release Claim No. 567226

5.4 GOVERNMENT CODE SECTION 54957.6
CONFERENCE WITH LABOR NEGOTIATORS (Gonzales)
Agency Negotiators: Linda Gonzales, Human Resources & Credentialing Coordinator
Employee Organizations:
San Ysidro Education Association/CTA
California School Employees Association, Chapter 154
Unrepresented:
Administrators, Classified Management, Confidential/Supervisory

5.5 GOVERNMENT CODE SECTION 54957 (Colom/Gonzales)
PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE/REASSIGNMENT

5.6 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (Potter)
Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9:
No. of cases: 4

RECONVENED into OPEN SESSION at 6:15 p.m. to take action on items discussed in closed session, or to make disclosures of action taken in closed session, if any, as required by Government Code section 54957.7 and section 54957.1.

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

1) Item 5.2 – The Board unanimously approved a settlement agreement in OAH Case No. 2019011047.
2) Item 5.3- By a unanimous vote, the Board considered and voted to approve a settlement for Property Damage Release Claim No. 567226 in the amount of $1,564.58.
3) Item 5.5 -The Board, by a unanimous vote, determined to send notice to two certificated administrators that they shall be released from their current administrative position and reassigned to a teaching position beginning with the 2019-2020 school year.
4) Item 5.5- The Board, by a unanimous vote, determined to send notice to two certificated administrators that they shall be reassigned to another school site for the 2019-20 school year.

6. CALL TO ORDER Who: President I. Lopez Time: 6:15 p.m.

7. 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
Mr. Rudy Lopez, Member
Mrs. Rosaleah Pallasigue, Member

8. FLAG SALUTE by Nefereth Cortines, San Ysidro Middle School Student

9. BOARD RECOGNITIONS - DISTINGUISHED CHAMPIONS (Mata)
9.1 Mr. Bijan Zelli's Mariachi from San Ysidro Middle School - Manuela Colom
9.2 Pathways: Culinary Arts at Ocean View Hills School - Omar Calleros
9.3 Advancement Via Individual Determination (AVID) Students from San Ysidro Middle and Vista Del Mar Middle Schools - Manuela Colom
9.4 Recognition of Daniel Zummo - Francisco Mata/Linda Gonzales
9.5 NBC Inspirational Teacher of the Month: Ocean View Hills School Teacher, Whitney Wright - Francisco Mata
9.6 Top 2 Parent Volunteers from Each School - Manuela Colom

Clerk Martinez made a motion to move up 12.2 SDCOE AB 139 Secondary FCMAT Audit Report to follow Board Recognitions, seconded by Member Pallasigue. The vote was unanimous.

10. PUBLIC COMMENT/COMMUNICATIONS ON OPEN SESSION ITEMS

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

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

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

Charlie Velasquez, Commented: 1) On behalf of the Ramon Parra family and Friends of San Ysidro, thanked everyone for giving them hope with their request to name the library at Willow School after Mr. Parra. They feel that they are going in the right direction thanks to Mr. Mata. 2) Mr. Parra worked for the betterment of San Ysidro and was a very deserving man. Hopes the naming of the library after Mr. Parra is approved.
Liliana Franco, Parent, Commented: 1) Would like the dual language program to continue through the eighth grade.
Jose Barron, Friends of San Ysidro, Commented: 1) Thanked the Board for the great work they are doing. 2) He knew Mr. Parra for about twenty-five years and worked with him for over twenty years. 3) Mr. Parra was a founding member of the San Ysidro community. He was a founding member of Model Cities and brought millions of dollars to this community and hundreds of jobs. 4) Hopes the naming of the Willow School library after Mr. Ramon Parra is approved.
Zenaida Rosario, Teacher, Commented: 1) Shared concerns about the possible layoff of all security guards that support our schools. 2) The security guard at Smythe School is instrumental to the safety of the school and supports with challenging discipline situations. He is needed at Smythe. 3) Security guards are needed at all schools. 4) Shared the need of a resource teacher to support their principal and programs. 5) Parents and grandparents are having problems with online registration and need support.

11. ITEMS FROM THE BOARD & SUPERINTENDENT

Member Pallasigue, Commented: 1) Thanked Principal Ramos for hosting the Board Meeting. 2) Thanked all educators. 3) She is grateful for the staff and the place that we're at. It's a great day in San Ysidro. 4) She is thankful for this Board. 5) Thanked Mr. Marinovich for helping implement our Bond Oversight Committee. 6) We've had victories with our legal counsel that bring more resources back for our kids.
Member R. Lopez, Commented: 1) Dr. Potter is celebrating her one year anniversary with the District. 2) You will see a presentation shortly on how quickly we can turn things around when we are working together collaboratively and he is proud to have contributed to that. 3) Next year will be a good year for San Ysidro and he is proud to be here.
Clerk Martinez, Commented: 1) Thanked everyone for being committed to our District and our children. 2) What happened tonight was the last hurdle. Once we get passed this, we are on a roll to be the best District in this county. We need to stick together and move forward as a team. 3) Congratulated Principal Bojorquez on his recognition. 4) Thanked Mr. Zummo. He will be successful in everything he does. 5) Supports the naming of a facility after Mr. Parra. It's an honor to vote on this. 6) Thanked Mrs. Rosario. He is happy that we are moving forward with a Board that is supportive of implementing a comprehensive dual language program. 7) Thanked Dr. Potter for leading the District to succeed.

Vice-President Gurmilan, Commented: 1) On behalf of President Lopez, she apologized for leaving the meeting. 2) There might be some negative things online or on social media tomorrow, but it's probably one of the last hurdles as Clerk Martinez said. Progress has been made. 3) Visited Smythe School and he was impressed with students that are doing robotics and coding. These are the things that will put us as one of the top school districts in the county and hopefully, in the state. 4) We have a great community and great things are happening. 5) Congratulated Dr. Potter on her one year anniversary. 6) He is proud to be on this Board. Everyone is committed. 6) Let's continue to move forward.

Superintendent Potter, Commented: 1) Thanked the Board for being committed and caring. 2) Thanked Mr. Ramos for hosting the Board Meeting. 3) Vice-President Gurmilan went skydiving with the United States Army Golden Knights representing the District and was interviewed on KUSI Good Morning San Diego. He was also nominated to serve on the Mobility Board for the City of San Diego. 4) She participated in the Autism Walk. 5) Thanked Ms. Colom for taking our principals to the Leadership Institute at the Deloitte University in Texas. 6) Thanked Cynthia Nagura and Andres Ripa for the seventh grade Internship Day at the Outlets. 7) Acknowledged Sunset School for graduating thirty parents from the Parent Institute for Quality Education. 8) Visited the Special Education classes at Ocean View Hills School and Vista Del Mar Middle School. 9) Thanked principals for their Open House events. 10) Announced that we have thirty-two promotions this year. 10) Attended San Ysidro Chamber of Commerce Gala Dream San Diego and sold tickets that support scholarships with the San Ysidro Education Committee. 11) Acknowledged the NBC Inspirational Teacher of the Month, Whitney Wright. 12) Announced the Employee Recognition Ceremony on May 15, 2019. 13) Acknowledged Mr. Bojorquez who will be recognized for Principal of the Year at the ACSA Honoring Our Own event on May 11, 2019.

12. CONFERENCE SESSION

Reports/Presentations

12.1 Prior Year Audits - Corrective Action Update - Chief Business Official, Marilyn Adrianzen

12.2 SDCOE AB 139 Secondary FCMAT Audit Report - San Diego County Superintendent of Schools, Dr. Paul Gothold – *Moved up to follow Board Recognitions*

12.3 Smythe Transition to 50/50 Dual Immersion Plan - Executive Director of Curriculum, Innovation & Instruction, Manuela Colom and Smythe Principal, Russell Little

13. GENERAL ADMINISTRATION

13.1 MINUTES

The Board approved the minutes of the Regular Board Meeting of March 14, 2019.

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

13.2 APPOINTMENT OF MEMBER TO THE CITIZENS' OVERSIGHT COMMITTEE (Adrianzen)

The Board approved the appointment of member to the Citizens' Oversight Committee - Taxpayer Group member, Gloria McKearney.

Motion: Martinez Second: Pallasigue Vote: 4-0

13.3 NAMING OF FACILITY AT WILLOW ELEMENTARY SCHOOL (Mata)

The Board approved the Citizen Advisory Committee's recommendation to rename the Willow Library as the Ramon Parra Library.

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

13.4 TEMPORARY CERTIFICATED MANAGEMENT CONTRACT/ OFFER OF EMPLOYMENT FOR EXECUTIVE DIRECTOR, HUMAN RESOURCES (Gonzales)
The Board approved the Temporary Certificated Management Contract/Offer of Employment for Executive Director, Human Resources, Glenn Heath effective May 20, 2019.

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

13.5 SECOND READING AND ADOPTION OF REVISED BOARD POLICIES AND ADMINISTRATIVE REGULATIONS – 3000 SERIES (Adrianzen)
The Board approved the Second Reading and Adoption of the revised Board Policies and Administrative Regulations – 3000 Series (Business and Noninstructional Operations).

Motion: Martinez Second: Pallasigue Vote: 4-0

13.6 2018-2019 THIRD INTERIM BUDGET REPORT (Adrianzen)
The Board approved the 2018-19 Third Interim Budget Report.

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

13.7 2019-2020 CERTIFICATED DIRECTORS/COORDINATORS WORK CALENDAR (Gonzales)
The Board approved the 2019-2020 Certificated Directors/Coordinators Work Calendar.

Motion: Pallasigue Second: Martinez Vote: 4-0

13.8 2019-2020 CLASSIFIED MANAGEMENT & CONFIDENTIAL WORK CALENDAR (Gonzales)
The Board approved the 2019-2020 Classified Management & Confidential Work Calendar.

Motion: Pallasigue Second: Martinez Vote: 4-0

13.9 2019-2020 PRINCIPAL/ASSISTANT PRINCIPAL WORK CALENDAR (Gonzales)
The Board approved the 2019-2020 Principal/Assistant Principal Work Calendar.

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

13.10 2020-2021 CERTIFICATED DIRECTORS/COORDINATORS WORK CALENDAR (Gonzales)
The Board approved the 2020-2021 Certificated Directors/Coordinators Work Calendar.

Motion: Gurmilan Second: Martinez Vote: 4-0

13.11 2020-2021 CLASSIFIED MANAGEMENT & CONFIDENTIAL WORK CALENDAR (Gonzales)
The Board approve the 2020-2021 Classified Management & Confidential Work Calendar.

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

13.12 2020-2021 PRINCIPAL/ASSISTANT PRINCIPAL WORK CALENDAR (Gonzales)
The Board approved the 2020-2021 Principal/Assistant Principal Work Calendar.

Motion: Pallasigue Second: Martinez Vote: 4-0

13.13 DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS (Gonzales)
The Board approved the 'Declaration of Need' for Fully Qualified Educators, in specific areas which are difficult to fill for the 2019-2020 school year.

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

13.14 CONTRACT WITH UNION BANK OF CALIFORNIA (Adrianzen)
The Board approved the Contract for Deposit of Moneys with Union Bank of California to establish a Trust Account for the management of Property and Liability Claims.

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

13.15 UNION BANK PUBLIC ENTITY RESOLUTION NO. 18/19-0046 (Adrianzen)
The Board approved the Union Bank's Public Entity Resolution No. 18/19-0046 designating the Superintendent and Chief Business Official as the authorized representatives to conduct business on behalf of the District related to the Trust Account for Property & Liability Claims.

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

13.16 RESOLUTION NO. 18/19-0047 – LAYOFF OF CERTIFICATED STAFF (Gonzales)
The Board adopted Resolution No. 18/19-0047 authorizing the reduction or elimination of certain certificated services for the 2019-2020 school year.

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

14. CONSENT CALENDAR
The Board approved the Consent Calendar.

Motion: Martinez Second: Pallasigue Vote: 4-0

14A. PERSONNEL – CLASSIFIED

JOB DESCRIPTION (Gonzales)
The Board approved/ratified the revised job description for the following as recommended by staff:

14A.1 Instructional Health Care Assistant

EMPLOYMENT (Gonzales)
The Board approved the employment for the following as recommended by staff:

14A.2 Transportation Operations Technician

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

14A.3 Resource Specialist

14B. PERSONNEL - CERTIFICATED

EMPLOYMENT (Gonzales)
The Board approved the employment for the following as recommended by staff:

14B.1 Special Day Class Teacher

LEAVE OF ABSENCE (Gonzales)
The Board approved the leave of absence without pay for the following as recommended by staff:
14B.2 Classroom Teacher

14C. PERSONNEL – MANAGEMENT

RESIGNATION (Gonzales)
The Board approved the resignation for the following as recommended by staff:
14C.1 Executive Director of Human Resources

JOB DESCRIPTION (Gonzales)
The Board approved the revised job descriptions for the following as recommended by staff:
14C.2 Executive Director of Human Resources

14D. CURRICULUM & INSTRUCTION

14D.1 COLLEGE FOR KIDS PROGRAM AT SOUTHWESTERN COLLEGE (Colom)
The Board approved the participation of approximate sixty Gate students in grades 4th – 8th from the District at the College for Kids Program at Southwestern College from July 1-11, 2019 at a cost not to exceed $20,000.00 from the Supplemental and Concentration fund.

14D.2 FIELD TRIP TO BONITA MUSEUM AND CULTURAL CENTER – WILLOW (Colom)
The Board approved the field trip and participation of approximately 22 students and 1 teacher from Willow School to the Bonita Museum & Cultural Center on May 17, 2019 at no cost to the District.

14D.3 FIELD TRIP TO UNIVERSAL STUDIOS HOLLYWOOD – SAN YSIDRO MIDDLE SCHOOL (Colom)
The Board approved the participation and attendance of approximately 50 students and 5 chaperones from the San Ysidro Middle School to Universal Studios Hollywood on May 29, 2019 at a cost of $4,800.00 from the site General fund and fundraising.

14D.4 TEACH CHILDREN TO SAVE, PRESENTATION FROM WELLS FARGO BANK AT LA MIRADA ELEMENTARY (Colom)
The Board approved/ratified the Teach Children to Save presentation from Wells Fargo Bank at La Mirada Elementary at no cost to the school.

14D.5 STAR/PAL 2019 ~ PADRES ROOKIE BASEBALL CLINIC & FIELD TRIP TO PETCO PARK FOR STUDENTS FROM WILLOW SCHOOL (Colom/Bojorquez)
The Board approved the Padres Rookie Baseball Clinic and field trip to Petco Park sponsored by STAR/PAL for 60 students and 10 volunteers from Willow School on May 21 and 22, 2019 at the cost of $600.00 for transportation services from the General fund.

14D.6 PROFESSIONAL DEVELOPMENT (Colom)
The Board approved/ratified the attendance and participation of District staff to the different professional developments, as scheduled:

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Gina Potter, Manuela Colom, Omar Calleros, Francisco Mata	ASES End of Year Celebration	San Diego	May 21, 2019	$0	No Cost
Nadia Aviles,	Introduction to	SDCOE	May 14-16, 2019	$710.00	Title I Fund

Marisela Lozano, Gustavo Lopez, Lupita Garcia	Restorative Justice Training and Using Circles Effectively				
Lourdes Quezada, Lexa Glantz	Introduction to Restorative Justice Training and Using Circles Effectively	SDCOE	June 5-6, 2019	$1,000.00	Title I Fund
Desiree Arias	K-5 Handwriting Workshop	San Diego	June 15, 2019	$350.00	Title I Fund
Veronica Medina	2018-19 Countywide ESSA Cost Sharing MOU Meeting	SDCOE	May 8, 2019	$0	No Cost
Veronica Medina	Joint Homeless & AB 490 Foster Care District Liaison Meeting	SDCOE	May 14, 2019	$0	No Cost
Miguel Aguilera, Rick Quintana	Executive Function in the Everyday Context: The Evidence for Assessment and Intervention	San Diego	June 18, 2019	$0	No Cost
Todd Lewis, George Leyva	VMware vSphere: Install, Configure & Manage	SDCOE	May 13-17, 2019	$0	No Cost
Todd Lewis	Content Accessibility	SDCOE	May 23, 2019	$0	No Cost
Ivonne Loaiza, Alana Arciaga, Michael Direen Cynthia Vinarao, Maria Kaai, Joel Garcia, Shirley Kinney, Erika Hurtado	Positive Behavioral Interventions & Supports Teacher Academy	SDCOE	June 18, 2019 June 19, 2019 June 20, 2019	$6,280.00	Title I Fund

14E. BUSINESS

14E.1 PURCHASING REPORT (Adrianzen)
The Board ratified the following purchase orders incurred by the District during the period of March 25, 2019 through April 19, 2019.

14E.2 EXPENDITURE REPORT (Adrianzen)
The Board approved/ratified the expenditures incurred by the District during the period of March 22, 2019 through April 18, 2019 for a total expenditure of $929,734.49.

14E.3 ACCEPTANCE OF DONATIONS (Adrianzen)
The Board accepted donations valued at $70.00 to help support and enrich our educational programs.

14E.4 AGREEMENT WITH PUBLIC AGENCY RETIREMENT SERVICES (PARS) FOR THE EXECUTION OF THE SUPPLEMENTARY RETIREMENT PLAN (Adrianzen/Gonzales)
The Board approved the Public Agency Retirement Services (PARS) Execution Agreement and necessary documents for the implementation of the District's Supplementary Retirement Plan in an amount of $1,184,280.55 from the General fund.

14E.5 MEMORANDUM OF UNDERSTANDING WITH THE REGENTS OF THE UNIVERSITY OF CALIFORNIA FOR THE EXPANDED FOOD & NUTRITION EDUCATION PROGRAM (Colom/Reed)
The Board approved the Memorandum of Understanding with the Regents of the University of California for the Expanded Food & Nutrition Education Program for school year 2019-20 at no cost to the District.

14E.6 AGREEMENT WITH DUDE SOLUTIONS INC. (Adrianzen/Azevedo/Lewis)
The Board approved the agreement with Dude Solutions Inc. to provide a work order management system at a cost of $20,835.00 from the General fund.

14E.7 PERMIT CONTRACT WITH CITY OF SAN DIEGO, PARKS & RECREATION FOR VISTA TERRACE POOL (Colom/Burciaga/Ramos)
The Board approved the Permit Contract with the City of San Diego, Parks and Recreation for Sunset and La Mirada Schools' students to participate in field trips to Vista Terrace Community Pool on June 6 and 12, 2019 at an estimated cost up to $512.00 from class fundraising and/or Supplemental & Concentration funds.

14E.8 AGREEMENTS WITH THE CHILDREN'S INITIATIVE (Colom/Reed)
The Board approved the Agreements with The Children's Initiative for the Childhood Injury Prevention Project at the Preschool & Child Development Center, Ocean View Hills Preschool, and Sunset Preschool during school years 2018-19 and 2019-20 at no cost to the District.

14E.9 AGREEMENT WITH SAN DIEGO COUNTY SCHOOL DISTRICTS FOR STUDENT TRANSPORTATION SERVICES (Adrianzen/Azevedo)
The Board ratified the agreement with San Diego County School Districts to assist with Student Transportation Services when District transportation is not available. The term of the agreement is from July 1, 2018 to June 30, 2020.

14E.10 AGREEMENT WITH TRANSFINDER (Adrianzen/Azevedo)
The Board approved the Software Contract and Software License & Hosting Agreement with Transfinder to provide a transportation routing and scheduling system at an initial cost of $16,195.00 to include staff training for Year 1 and $7,400.00 per year thereafter from the General fund.

14E.11 AGREEMENT WITH 3SCREEN.COM (Colom/Aviles)
The Board approved the agreement with 3Screens.com to conduct an educational assembly at the Vista Del Mar Middle School on June 6, 2019 at a cost up to $625.00 from Title I funds.

14E.12 AGREEMENT WITH MARSAFETY COMPLIANCE SERVICES (Adrianzen/Azevedo)
The Board approved the agreement with MarSafety Compliance Services to provide a mandatory annual pesticide compliance course for staff during 2019-20 school year at a cost of $700.00 from the General fund.

14E.13 AGREEMENT WITH AARDVARK ANT AND PEST CONTROL – ADDENDUM NO. 1 (Adrianzen/Azevedo)
The Board approved/ratified Addendum No. 1 to the agreement with Aardvark Ant & Pest Control.

14E.14 AGREEMENT WITH SAN DIEGO COUNTY OFFICE OF EDUCATION FOR BTSA INDUCTION PROGRAM (Gonzales)
The Board approved the agreement with San Diego County Office of Education for participation in the BTSA Induction Program provided during 2019-2022 school year.

14E.15 AGREEMENT WITH THE ADVANCEMENT VIA INDIVIDUAL DETERMINATION (AVID) CENTER (Colom/Hay)
The Board approved the agreement with the Advancement Via Individual Determination (AVID) Center for the 2019-20 school year with a cost of $22,000.00 to be paid from the Supplemental and Concentration fund.

14E.16 AGREEMENT WITH GOLD STAR FOODS (Adrianzen/Zarzosa)
The Board approved the agreement with Gold Star Foods to provide food commodities during 2019-20 school year to the District's Nutrition Services Department through the existing "piggyback" agreement between Gold Star Foods and Downey Unified School District Bid No. 18/19-01.

14E.17 AGREEMENT WITH DR. RICARDO MEDINA – GUEST SPEAKER FOR WILLOW SCHOOL (Colom/Bojorquez)
The Board approved the agreement with guest speaker Dr. Ricardo Medina to provide a presentation to staff at Willow School on May 24, 2019 at a cost of $300.00 from Title I funds.

14E.18 AGREEMENT WITH YMCA FOR KINSHIP RESPITE PROGRAM (Colom/Bojorquez)
The Board approved the Kinship Respite Provider Agreement with YMCA for sponsorship of a student to participate in Willow School's 6th grade camp to be held during the week of May 28, 2019 at Camp Cuyamaca.

14E.19 AGREEMENT WITH SWEETWATER UNION HIGH SCHOOL DISTRICT FOR USE OF SCHOOL FACILITIES AND GROUNDS (Colom/Rodriguez/Aviles)
The Board approved the agreement with Sweetwater Union High School District for use of facilities and grounds for the promotion ceremonies of San Ysidro Middle and Vista Del Mar Middle Schools at an estimated cost of $735.00 from the General fund.

14E.20 AGREEMENT WITH ZONAR SYSTEMS (Adrianzen/Azevedo)
The Board approved the agreement and amendment with Zonar Systems to include contract language in the best interest of the District. Approve the purchase of the GPS tracking system for new vehicles at a cost of $14,561.86 from the General fund.

14E.21 LETTER OF ENGAGEMENT WITH GOVERNMENT FINANCIAL STRATEGIES (Adrianzen)
The Board approved the Letter of Engagement with Government Financial Strategies to serve as financial advisor on the San Diego County School Districts Tax and Revenue Anticipation Notes, Series 2019 at an estimated cost of $20,000 from the General fund.

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

15. ADJOURNMENT Time: 8:35 p.m.

Respectfully Submitted,

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

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

SPECIAL MEETING OF THE GOVERNING BOARD
THURSDAY, JUNE 6, 2019
3:00 p.m.

Minutes

Pursuant to Government Code Section 54956 and Education Code Section 35144, the Special Meeting of the Governing Board was held on Thursday, June 6, 2019 at 3:00 p.m., and conducted its business meeting at **Smythe School - 1880 Smythe Ave, San Ysidro, CA 92173.**

1. CALL TO ORDER Who: President I. Lopez Time: 3:05 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
Mr. Antonio Martinez, Board Clerk - *Absent*
Mr. Rudy Lopez, Member
Mrs. Rosaleah Pallasigue, Member - *Absent*

3. FLAG SALUTE by Irene Lopez, Board President

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

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

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

Vice-President Gurmilan made the motion to recess to Closed Session, seconded by Member R. Lopez. The vote was 3-0.

6. GOVERNING BOARD – RECESSED to CLOSED SESSION at 3:06 p.m. in accordance with section 54954.5 regarding:

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

RECONVENED into OPEN SESSION at 5:02 p.m. to take action on items discussed in closed session, or to make disclosures of action taken in closed session, if any, as required by Government Code section 54957.7 and section 54957.1.

The Board had nothing to report from Closed Session.

Vice-President Gurmilan made the motion to adjourn, seconded by Member R. Lopez. The vote was 3-0.

7. ADJOURNMENT Time: 5:03 p.m.

Respectfully Submitted,

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

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 11, 2019

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

FROM:
Governing Board President,
Irene Lopez

INITIAL: LL

☐ Informational
☒ Action

AGENDA ITEM: FIRST AMENDMENT TO EMPLOYMENT AGREEMENT WITH THE SUPERINTENDENT

BACKGROUND INFORMATION:
On May 10, 2018, the Board approved the Employment Agreement with Superintendent, Gina A. Potter, Ed.D. effective May 14, 2018. The Board evaluated Dr. Potter at the Special Board Meetings of May 9, 2019 and June 6, 2019. The Board reviewed and discussed the Superintendent's Employment Agreement.

The Board will consider approving amendments to the Superintendent's Employment Agreement as outlined below:

1. Section 1 (TERM)
2. Section 2 (SALARY)
3. Section 5 (WORK DAYS, PAID VACATION DAYS, SICK LEAVE, & HOLIDAYS)
4. Section 8 (PROFESSIONAL MEETINGS & PROFESSIONAL GROWTH)
5. Section 12 (EVALUTION)

RECOMMENDATION:
The Board will discuss and approve the first amendement to the employment agreement.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

Financial Implications?	Are funds for this item available in the 2019-2020 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

As outlined in the Contract	General Fund	--
(Amount)	(Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

David Farkas,
Executive Director of Human Resources

AMENDMENT NO. 1

SUPERINTENDENT EMPLOYMENT AGREEMENT BETWEEN THE SAN YSIDRO SCHOOL DISTRICT AND GINA ACOSTA POTTER

THE SUPERINTENDENT EMPLOYMENT AGREEMENT BETWEEN THE SAN YSIDRO SCHOOL DISTRICT ("DISTRICT") AND GINA ACOSTA POTTER ("SUPERINTENDENT") DATED MAY 10, 2018, IS HEREBY AMENDED AS FOLLOWS:

1. **Section 1 (TERM):** The end date of the Agreement shall be extended to June 30, 2023.

2. **Section 2 (SALARY):** The SUPERINTENDENT's annual base salary shall be increased by 2% to $202,660 effective July 1, 2019. The SUPERINTENDENT salary schedule shall be revised accordingly.

3. **Section 5 (WORK DAYS, PAID VACATION DAYS, SICK LEAVE, & HOLIDAYS):** The SUPERINTENDENT's paid vacation days shall increase by 5 days to 29 paid vacation days.

4. **Section 8 (PROFESSIONAL MEETINGS & PROFESSIONAL GROWTH):** The last sentence of this section shall be revised to state: "Additionally, the District shall fund a facilitator/s of the SUPERINTENDENT's choice for occasional Board workshops to facilitate the SUPERINTENDENT's evaluation and to establish board goals.

5. **Section 12 (EVALUATION):** The first paragraph of this section shall be changed to state: " The GOVERNING BOARD and the SUPERINTENDENT shall confer by the end of September of each year to develop mutually agreed upon goals, objectives, and standards. In addition, approximately 3 times per year, the SUPERINTENDENT and the GOVERNING BOARD shall hold Board Workshops to discuss topics such as the SUPERINTENDENT's evaluation, Board goals and vision, Board policies and by-laws, and other topics related to Board governance.

6. Except as expressly amended herein, all other terms and conditions of the Agreement shall remain in full force and effect.

These amendments have been mutually agreed upon by the parties.

SAN YSIDRO SCHOOL DISTRICT

Irene Lopez, Board President	Date

SUPERINTENDENT

Gina Acosta Potter	Date

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 11, 2019

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

INITIAL:

☐ Informational
☒ Action

AGENDA ITEM: RESOLUTION 19/20-0010

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

The new rates for 2019-20 are stipulated in the attached Resolution. Special Tax Roll for CFD No. 1, No. 2 and No. 3 are available for review in the Business Services Office. A representative from California Financial Services (KeyAnalytics Division) will present the report and answer any questions the Governing Board may have. The report is provided under separate cover.

RECOMMENDATION:
Approve and adopt Resolution No. 19/20-0010 Establishing Annual Special Tax Rates for Community Facilities Districts No. 1, No. 2, and No. 3 for 2019-20 fiscal year.

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 2019-2020 Budget?	Requisition #
☐ Yes ☒ No	☐ Yes ☐ No	
N/A (Amount)	N/A (Name of funding source and/or location)	-- (Funding account number)

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

Superintendent's Office Certification:

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

San Ysidro School District
RESOLUTION No. 19/20-0010

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

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

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

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

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

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

BE IT RESOLVED:

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

Section 2. That the specific rates and amounts of the special taxes to be collected to pay for the costs and expenses for the next fiscal year (2019-2020) for the referenced Districts are hereby determined and established as set forth in the attached, referenced and incorporated Exhibit "A".

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

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

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

B. Necessary replenishment of bond reserve funds or other reserve funds,

C. Payment of costs and expenses of authorized public facilities and public services, as applicable;

D. Repayment of advances and loans, if appropriate.

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

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

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

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

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

PASSED AND ADOPTED by the Governing Board of the San Ysidro School District, County of San Diego, State of California, this 11th day of July, 2019 by the following vote:

Ayes:___ Noes:___ Absent:___

STATE OF CALIFORNIA)
)
COUNTY OF SAN DIEGO)

I, Antonio Martinez, Clerk of the Governing Board of the San Ysidro School District, County of San Diego, State of California, do hereby certify that the foregoing is a true copy of a Resolution 19/20-0010 adopted by said Board at a regular meeting thereof, at the time and by the vote there in stated, which original Resolution is on file in the office of said Board.

_____
Antonio Martinez
Clerk of the Governing Board

EXHIBIT A
San Ysidro School District
Community Facilities District No. 1
Fiscal Year 2019/2020 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
12842	1	638-291-01-00	$0.00	$0.00
12842	2	638-291-02-00	$0.00	$0.00
12842	3	638-291-03-00	$0.00	$0.00
12842	4	638-291-04-00	$0.00	$0.00
12842	5	638-291-05-00	$0.00	$0.00
12842	6	638-291-06-00	$0.00	$0.00
12842	7	638-291-07-00	$0.00	$0.00
12842	8	638-291-08-00	$0.00	$0.00
12842	9	638-291-09-00	$0.00	$0.00
12842	10	638-291-10-00	$0.00	$0.00
12842	11	638-291-11-00	$0.00	$0.00
12842	12	638-291-12-00	$0.00	$0.00
12842	13	638-291-13-00	$0.00	$0.00
12842	14	638-291-14-00	$0.00	$0.00
12842	15	638-291-15-00	$0.00	$0.00
12842	16	638-291-16-00	$0.00	$0.00
12842	17	638-291-17-00	$0.00	$0.00
12842	18	638-291-18-00	$0.00	$0.00
12842	19	638-291-19-00	$0.00	$0.00
12842	20	638-291-20-00	$0.00	$0.00
12842	21	638-291-21-00	$0.00	$0.00
12842	22	638-291-22-00	$0.00	$0.00
12842	23	638-291-23-00	$0.00	$0.00
12842	24	638-291-24-00	$0.00	$0.00
12842	25	638-291-25-00	$0.00	$0.00
12842	26	638-291-26-00	$0.00	$0.00
12842	27	638-291-27-00	$0.00	$0.00
12842	28	638-291-28-00	$0.00	$0.00
12842	29	638-291-29-00	$0.00	$0.00
12842	30	638-291-30-00	$0.00	$0.00
12842	33	638-291-33-00	$0.00	$0.00
12842	34	638-291-34-00	$0.00	$0.00
12842	35	638-291-35-00	$0.00	$0.00
12842	36	638-291-36-00	$0.00	$0.00
12842	37	638-291-37-00	$0.00	$0.00
12842	38	638-291-38-00	$0.00	$0.00
12842	39	638-291-39-00	$0.00	$0.00
12842	40	638-291-40-00	$0.00	$0.00
12842	41	638-291-41-00	$0.00	$0.00
12842	42	638-291-42-00	$0.00	$0.00
12842	43	638-291-43-00	$0.00	$0.00
12842	44	638-291-44-00	$0.00	$0.00

EXHIBIT A
San Ysidro School District
Community Facilities District No. 1
Fiscal Year 2019/2020 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
12842	45	638-291-45-00	$0.00	$0.00
12842	46	638-291-46-00	$0.00	$0.00
12842	47	638-291-47-00	$0.00	$0.00
12842	48	638-291-48-00	$0.00	$0.00
12842	49	638-291-49-00	$0.00	$0.00
12842	50	638-291-50-00	$0.00	$0.00
12842	51	638-291-51-00	$0.00	$0.00
12842	52	638-291-52-00	$0.00	$0.00
12842	53	638-291-53-00	$0.00	$0.00
12842	54	638-291-54-00	$0.00	$0.00
12842	55	638-291-55-00	$0.00	$0.00
12842	56	638-291-56-00	$0.00	$0.00
12842	57	638-291-57-00	$0.00	$0.00
12842	58	638-291-58-00	$0.00	$0.00
12842	59	638-291-59-00	$0.00	$0.00
12842	60	638-291-60-00	$0.00	$0.00
12842	61	638-291-61-00	$0.00	$0.00
12842	62	638-291-62-00	$0.00	$0.00
12842	63	638-291-63-00	$0.00	$0.00
12842	64	638-291-64-00	$0.00	$0.00
12842	65	638-291-65-00	$0.00	$0.00
12842	66	638-291-66-00	$0.00	$0.00
12842	67	638-291-67-00	$0.00	$0.00
12842	68	638-291-68-00	$0.00	$0.00
12842	69	638-291-69-00	$0.00	$0.00
12842	70	638-291-70-00	$0.00	$0.00
12842	71	638-291-71-00	$0.00	$0.00
12842	72	638-291-72-00	$0.00	$0.00
12842	31	638-291-73-00	$0.00	$0.00
12842	32	638-291-74-00	$0.00	$0.00
13372	1	665-060-01-00	$1,240.03	$1,240.02
13372	2	665-060-02-00	$1,240.03	$1,240.02
13372	3	665-060-03-00	$929.05	$929.04
13372	4	665-060-04-00	$1,079.60	$1,079.58
13372	5	665-060-05-00	$929.05	$929.04
13372	6	665-060-06-00	$1,064.79	$1,064.78
13372	7	665-060-07-00	$721.20	$721.20
13372	8	665-060-08-00	$929.05	$929.04
13372	9	665-060-09-00	$1,240.03	$1,240.02
13372	10	665-060-10-00	$1,064.79	$1,064.78
13372	11	665-060-11-00	$721.20	$721.20
13372	12	665-060-12-00	$929.05	$929.04

EXHIBIT A
San Ysidro School District
Community Facilities District No. 1
Fiscal Year 2019/2020 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13372	13	665-060-13-00	$721.20	$721.20
13372	14	665-060-14-00	$1,079.60	$1,079.58
13372	15	665-060-15-00	$1,079.60	$1,079.58
13372	16	665-060-16-00	$721.20	$721.20
13372	17	665-060-17-00	$1,240.03	$1,240.02
13372	18	665-060-18-00	$1,079.60	$1,079.58
13372	19	665-060-19-00	$1,079.60	$1,079.58
13372	20	665-060-20-00	$929.05	$929.04
13372	21	665-060-21-00	$929.05	$929.04
13372	22	665-060-22-00	$721.20	$721.20
13372	23	665-060-23-00	$929.05	$929.04
13372	24	665-060-24-00	$721.20	$721.20
13372	25	665-060-25-00	$1,240.03	$1,240.02
13372	26	665-060-26-00	$1,079.60	$1,079.58
13372	27	665-060-27-00	$1,240.03	$1,240.02
13372	28	665-060-28-00	$1,240.03	$1,240.02
13372	29	665-060-29-00	$721.20	$721.20
13372	30	665-060-30-00	$1,064.79	$1,064.78
13372	31	665-060-31-00	$1,064.79	$1,064.78
13372	32	665-060-32-00	$1,079.60	$1,079.58
13372	33	665-060-33-00	$1,079.60	$1,079.58
13372	34	665-060-34-00	$721.20	$721.20
13372	35	665-060-35-00	$1,079.60	$1,079.58
13372	36	665-060-36-00	$929.05	$929.04
13372	37	665-060-37-00	$1,064.79	$1,064.78
13372	38	665-060-38-00	$721.20	$721.20
13372	39	665-060-39-00	$1,240.03	$1,240.02
13372	40	665-060-40-00	$1,240.03	$1,240.02
13372	41	665-060-41-00	$1,079.60	$1,079.58
13372	42	665-060-42-00	$721.20	$721.20
13372	43	665-060-43-00	$929.05	$929.04
13372	44	665-060-44-00	$929.05	$929.04
13372	45	665-060-45-00	$1,079.60	$1,079.58
13372	46	665-060-46-00	$721.20	$721.20
13372	47	665-060-47-00	$929.05	$929.04
13372	48	665-060-48-00	$1,240.03	$1,240.02
13372	49	665-060-49-00	$721.20	$721.20
13372	50	665-060-50-00	$929.05	$929.04
13372	51	665-060-51-00	$929.05	$929.04
13372	52	665-060-52-00	$929.05	$929.04
13372	53	665-060-53-00	$1,079.60	$1,079.58
13372	54	665-060-54-00	$721.20	$721.20

EXHIBIT A
San Ysidro School District
Community Facilities District No. 1
Fiscal Year 2019/2020 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13372	55	665-060-55-00	$929.05	$929.04
13372	56	665-060-56-00	$929.05	$929.04
13372	57	665-060-57-00	$929.05	$929.04
13372	58	665-060-58-00	$1,079.60	$1,079.58
13372	59	665-060-59-00	$721.20	$721.20
13372	60	665-060-60-00	$1,240.03	$1,240.02
13372	61	665-060-61-00	$929.05	$929.04
13372	62	665-060-62-00	$721.20	$721.20
13372	63	665-060-63-00	$721.20	$721.20
13372	64	665-060-64-00	$929.05	$929.04
13372	65	665-060-65-00	$929.05	$929.04
13372	66	665-060-66-00	$929.05	$929.04
13372	67	665-060-67-00	$721.20	$721.20
13372	68	665-060-68-00	$929.05	$929.04
13372	69	665-060-69-00	$721.20	$721.20
13372	70	665-060-70-00	$929.05	$929.04
13372	71	665-060-71-00	$929.05	$929.04
13372	72	665-060-72-00	$1,079.60	$1,079.58
13372	73	665-060-73-00	$721.20	$721.20
13372	74	665-060-74-00	$929.05	$929.04
13372	75	665-060-75-00	$1,240.03	$1,240.02
13372	182	665-060-76-00	$0.00	$0.00
13372	76	665-061-01-00	$1,128.96	$1,128.94
13372	77	665-061-02-00	$838.39	$838.38
13372	78	665-061-03-00	$985.84	$985.82
13372	79	665-061-04-00	$1,128.96	$1,128.94
13372	80	665-061-05-00	$838.39	$838.38
13372	81	665-061-06-00	$1,128.96	$1,128.94
13372	82	665-061-07-00	$985.84	$985.82
13372	83	665-061-08-00	$1,128.96	$1,128.94
13372	84	665-061-09-00	$985.84	$985.82
13372	85	665-061-10-00	$838.39	$838.38
13372	86	665-061-11-00	$1,128.96	$1,128.94
13372	87	665-061-12-00	$985.84	$985.82
13372	88	665-061-13-00	$1,128.96	$1,128.94
13372	89	665-061-14-00	$838.39	$838.38
13372	90	665-061-15-00	$1,128.96	$1,128.94
13372	91	665-061-16-00	$838.39	$838.38
13372	92	665-061-17-00	$985.84	$985.82
13372	93	665-061-18-00	$1,128.96	$1,128.94
13372	94	665-061-19-00	$838.39	$838.38
13372	95	665-061-20-00	$985.84	$985.83

EXHIBIT A
San Ysidro School District
Community Facilities District No. 1
Fiscal Year 2019/2020 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13372	96	665-061-21-00	$1,128.96	$1,128.94
13372	108	665-061-22-00	$985.84	$985.82
13372	109	665-061-23-00	$1,128.96	$1,128.94
13372	110	665-061-24-00	$985.84	$985.82
13372	111	665-061-25-00	$1,128.96	$1,128.94
13372	112	665-061-26-00	$838.39	$838.38
13372	113	665-061-27-00	$838.39	$838.38
13372	114	665-061-28-00	$985.84	$985.82
13372	115	665-061-29-00	$1,128.96	$1,128.94
13372	116	665-061-30-00	$838.39	$838.38
13372	117	665-061-31-00	$1,128.96	$1,128.94
13372	1178	665-061-32-00	$985.84	$985.82
13372	119	665-061-33-00	$985.84	$985.82
13372	120	665-061-34-00	$1,128.96	$1,128.94
13372	121	665-061-35-00	$838.39	$838.38
13372	122	665-061-36-00	$985.84	$985.82
13372	123	665-061-37-00	$1,128.96	$1,128.94
13372	124	665-061-38-00	$985.84	$985.82
13372	178	665-061-39-00	$0.00	$0.00
13372	97	665-062-01-00	$985.84	$985.82
13372	98	665-062-02-00	$1,128.96	$1,128.94
13372	99	665-062-03-00	$985.84	$985.82
13372	100	665-062-04-00	$1,128.96	$1,128.94
13372	101	665-062-05-00	$838.39	$838.38
13372	102	665-062-06-00	$1,128.96	$1,128.94
13372	103	665-062-07-00	$838.39	$838.38
13372	104	665-062-08-00	$985.84	$985.82
13372	105	665-062-09-00	$1,128.96	$1,128.94
13372	106	665-062-10-00	$1,128.96	$1,128.94
13372	107	665-062-11-00	$985.84	$985.82
13372	125	665-062-12-00	$838.39	$838.38
13372	126	665-062-13-00	$985.84	$985.82
13372	127	665-062-14-00	$1,128.96	$1,128.94
13372	128	665-062-15-00	$985.84	$985.82
13372	129	665-062-16-00	$1,128.96	$1,128.94
13372	130	665-062-17-00	$985.84	$985.82
13372	131	665-062-18-00	$838.39	$838.38
13372	132	665-062-19-00	$1,128.96	$1,128.94
13372	133	665-062-20-00	$838.39	$838.38
13372	134	665-062-21-00	$1,128.96	$1,128.94
13372	135	665-062-22-00	$838.39	$838.38
13372	136	665-062-23-00	$838.39	$838.38

EXHIBIT A
San Ysidro School District
Community Facilities District No. 1
Fiscal Year 2019/2020 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13372	137	665-062-24-00	$1,128.96	$1,128.94
13372	138	665-062-25-00	$985.84	$985.82
13372	139	665-062-26-00	$1,128.96	$1,128.94
13372	140	665-062-27-00	$985.84	$985.82
13372	141	665-062-28-00	$1,031.47	$1,031.46
13372	142	665-062-29-00	$1,031.47	$1,031.46
13372	143	665-062-30-00	$735.99	$735.98
13372	144	665-062-31-00	$988.91	$988.90
13372	145	665-062-32-00	$1,031.47	$1,031.46
13372	146	665-062-33-00	$735.99	$735.98
13372	147	665-062-34-00	$956.83	$956.82
13372	148	665-063-01-00	$1,031.47	$1,031.46
13372	149	665-063-02-00	$956.83	$956.82
13372	150	665-063-03-00	$1,031.47	$1,031.46
13372	151	665-063-04-00	$956.83	$956.82
13372	152	665-063-05-00	$988.91	$988.90
13372	153	665-063-06-00	$988.91	$988.90
13372	154	665-063-07-00	$988.91	$988.90
13372	155	665-063-08-00	$956.83	$956.82
13372	156	665-063-09-00	$956.83	$956.82
13372	157	665-063-10-00	$1,031.47	$1,031.46
13372	158	665-063-11-00	$956.83	$956.82
13372	159	665-063-12-00	$1,031.47	$1,031.46
13372	160	665-063-13-00	$956.83	$956.82
13372	161	665-063-14-00	$1,031.47	$1,031.46
13372	162	665-063-15-00	$956.83	$956.82
13372	163	665-063-16-00	$956.83	$956.82
13372	164	665-063-17-00	$988.91	$988.90
13372	165	665-063-18-00	$1,031.47	$1,031.46
13372	166	665-063-19-00	$956.83	$956.82
13372	167	665-063-20-00	$1,031.47	$1,031.46
13372	168	665-063-21-00	$956.83	$956.82
13372	169	665-063-22-00	$1,031.47	$1,031.46
13372	170	665-063-23-00	$956.83	$956.82
13372	177	665-063-30-00	$0.00	$0.00
13372	177	665-063-31-00	$0.00	$0.00
13372	PAR 1	665-063-32-00	$1,031.47	$1,031.46
13372	PAR 2	665-063-33-00	$988.91	$988.90
13372	PAR 3	665-063-34-00	$988.91	$988.90
13372	PAR 4	665-063-35-00	$1,031.47	$1,031.46
13372	PAR 5	665-063-36-00	$956.83	$956.82
13372	PAR 6	665-063-37-00	$1,031.47	$1,031.46

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13372	179	665-064-03-00	$0.00	$0.00
13372	180	665-064-04-00	$0.00	$0.00
13372	181	665-064-05-00	$0.00	$0.00
13546	185	665-070-01-00	$838.39	$838.38
13546	186	665-070-02-00	$985.84	$985.82
13546	187	665-070-03-00	$838.39	$838.38
13546	188	665-070-04-00	$985.84	$985.82
13546	189	665-070-05-00	$1,128.96	$1,128.94
13546	190	665-070-06-00	$838.39	$838.38
13546	191	665-070-07-00	$838.39	$838.38
13546	192	665-070-08-00	$985.84	$985.82
13546	193	665-070-09-00	$1,128.96	$1,128.94
13546	194	665-070-10-00	$985.84	$985.82
13546	195	665-070-11-00	$1,128.96	$1,128.94
13546	196	665-070-12-00	$1,128.96	$1,128.94
13546	197	665-070-13-00	$985.84	$985.82
13546	198	665-070-14-00	$838.39	$838.38
13546	256	665-070-15-00	$1,148.07	$1,148.06
13546	257	665-070-16-00	$991.40	$991.38
13546	258	665-070-17-00	$1,148.07	$1,148.06
13546	259	665-070-18-00	$886.51	$886.50
13546	260	665-070-19-00	$1,148.07	$1,148.06
13546	261	665-070-20-00	$991.40	$991.38
13546	262	665-070-21-00	$1,148.07	$1,148.06
13546	263	665-070-22-00	$991.40	$991.38
13546	264	665-070-23-00	$886.51	$886.50
13546	265	665-070-24-00	$991.40	$991.38
13546	266	665-070-25-00	$991.40	$991.38
13546	267	665-070-26-00	$1,148.07	$1,148.06
13546	268	665-070-27-00	$991.40	$991.38
13546	269	665-070-28-00	$886.51	$886.50
13546	270	665-070-29-00	$1,148.07	$1,148.06
13546	275	665-070-30-00	$1,148.07	$1,148.06
13546	276	665-070-31-00	$991.40	$991.38
13546	277	665-070-32-00	$886.51	$886.50
13546	278	665-070-33-00	$1,148.07	$1,148.06
13546	279	665-070-34-00	$991.40	$991.38
13546	280	665-070-35-00	$1,148.07	$1,148.06
13546	281	665-070-36-00	$886.51	$886.50
13546	282	665-070-37-00	$886.51	$886.50
13546	283	665-070-38-00	$991.40	$991.38
13546	284	665-070-39-00	$1,148.07	$1,148.06

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13546	285	665-070-40-00	$991.40	$991.38
13546	286	665-070-41-00	$886.51	$886.50
13546	287	665-070-42-00	$991.40	$991.38
13546	288	665-070-43-00	$1,148.07	$1,148.06
13546	293	665-070-44-00	$838.39	$838.38
13546	294	665-070-45-00	$1,128.96	$1,128.94
13546	295	665-070-46-00	$838.39	$838.38
13546	296	665-070-47-00	$985.84	$985.82
13546	297	665-070-48-00	$1,128.96	$1,128.94
13546	298	665-070-49-00	$1,128.96	$1,128.94
13546	299	665-070-50-00	$985.84	$985.82
13546	300	665-070-51-00	$838.39	$838.38
13546	301	665-070-52-00	$985.84	$985.82
13546	302	665-070-53-00	$838.39	$838.38
13546	303	665-070-54-00	$1,128.96	$1,128.94
13546	304	665-070-55-00	$985.84	$985.82
13546	305	665-070-56-00	$1,128.96	$1,128.94
13546	306	665-070-57-00	$838.39	$838.38
13546	311	665-070-58-00	$1,128.96	$1,128.94
13546	312	665-070-59-00	$838.39	$838.38
13546	313	665-070-60-00	$985.84	$985.82
13546	314	665-070-61-00	$1,128.96	$1,128.94
13546	315	665-070-62-00	$838.39	$838.38
13546	316	665-070-63-00	$1,128.96	$1,128.94
13546	317	665-070-64-00	$838.39	$838.38
13546	318	665-070-65-00	$838.39	$838.38
13546	319	665-070-66-00	$985.84	$985.82
13546	320	665-070-67-00	$838.39	$838.38
13546	321	665-070-68-00	$985.84	$985.82
13546	322	665-070-69-00	$838.39	$838.38
13546	323	665-070-70-00	$1,128.96	$1,128.94
13546	324	665-070-71-00	$1,148.07	$1,148.06
13546	325	665-070-72-00	$991.40	$991.38
13546	199	665-071-01-00	$1,128.96	$1,128.94
13546	200	665-071-02-00	$985.84	$985.82
13546	201	665-071-03-00	$838.39	$838.38
13546	202	665-071-04-00	$985.84	$985.82
13546	203	665-071-05-00	$1,128.96	$1,128.94
13546	204	665-071-06-00	$985.84	$985.82
13546	205	665-071-07-00	$838.39	$838.38
13546	206	665-071-08-00	$1,128.96	$1,128.94
13546	207	665-071-09-00	$985.84	$985.82

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13546	208	665-071-10-00	$1,128.96	$1,128.94
13546	209	665-071-11-00	$985.84	$985.82
13546	210	665-071-12-00	$1,128.96	$1,128.94
13546	211	665-071-13-00	$985.84	$985.82
13546	212	665-071-14-00	$838.39	$838.38
13546	213	665-071-15-00	$1,128.96	$1,128.94
13546	214	665-071-16-00	$838.39	$838.38
13546	215	665-071-17-00	$985.84	$985.82
13546	216	665-071-18-00	$1,128.96	$1,128.94
13546	217	665-071-19-00	$985.84	$985.82
13546	218	665-071-20-00	$1,128.96	$1,128.94
13546	219	665-071-21-00	$838.39	$838.38
13546	220	665-071-22-00	$985.84	$985.82
13546	221	665-071-23-00	$1,128.96	$1,128.94
13546	222	665-071-24-00	$985.84	$985.82
13546	223	665-071-25-00	$1,128.96	$1,128.94
13546	224	665-071-26-00	$985.84	$985.82
13546	225	665-071-27-00	$838.39	$838.38
13546	226	665-071-28-00	$985.84	$985.82
13546	227	665-071-29-00	$838.39	$838.38
13546	228	665-071-30-00	$985.84	$985.82
13546	229	665-071-31-00	$1,148.07	$1,148.06
13546	230	665-071-32-00	$991.40	$991.38
13546	231	665-071-33-00	$1,148.07	$1,148.06
13546	232	665-071-34-00	$991.40	$991.38
13546	233	665-071-35-00	$886.51	$886.50
13546	234	665-071-36-00	$1,150.32	$1,150.32
13546	235	665-071-37-00	$993.33	$993.32
13546	236	665-071-38-00	$872.96	$872.94
13546	237	665-071-39-00	$989.54	$989.52
13546	238	665-071-40-00	$1,130.19	$1,130.18
13546	239	665-071-41-00	$991.40	$991.38
13546	240	665-071-42-00	$1,148.07	$1,148.06
13546	241	665-071-43-00	$991.40	$991.38
13546	242	665-071-44-00	$886.51	$886.50
13546	246	665-071-45-00	$1,148.07	$1,148.06
13546	244	665-071-46-00	$991.40	$991.38
13546	245	665-071-47-00	$1,148.07	$1,148.06
13546	246	665-071-48-00	$991.40	$991.38
13546	247	665-071-49-00	$991.40	$991.38
13546	248	665-071-50-00	$1,148.07	$1,148.06
13546	249	665-071-51-00	$991.40	$991.38

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13546	250	665-071-52-00	$1,148.07	$1,148.06
13546	251	665-071-53-00	$991.40	$991.38
13546	252	665-071-54-00	$886.51	$886.50
13546	253	665-071-55-00	$991.40	$991.38
13546	254	665-071-56-00	$1,148.07	$1,148.06
13546	255	665-071-57-00	$886.51	$886.50
13546	271	665-071-58-00	$886.51	$886.50
13546	272	665-071-59-00	$991.40	$991.38
13546	273	665-071-60-00	$1,148.07	$1,148.06
13546	274	665-071-61-00	$991.40	$991.38
13546	289	665-071-62-00	$886.51	$886.50
13546	290	665-071-63-00	$1,148.07	$1,148.06
13546	291	665-071-64-00	$985.84	$985.82
13546	292	665-071-65-00	$1,128.96	$1,128.94
13546	307	665-071-66-00	$985.84	$985.82
13546	308	665-071-67-00	$838.39	$838.38
13546	309	665-071-68-00	$985.84	$985.82
13546	310	665-071-69-00	$1,128.96	$1,128.94
13747	326	665-080-01-00	$1,130.19	$1,130.18
13747	327	665-080-02-00	$989.54	$989.52
13747	328	665-080-03-00	$872.96	$872.94
13747	329	665-080-04-00	$874.67	$874.66
13747	330	665-080-05-00	$991.51	$991.50
13747	331	665-080-06-00	$991.51	$991.50
13747	332	665-080-07-00	$1,132.40	$1,132.38
13747	333	665-080-08-00	$874.67	$874.66
13747	334	665-080-09-00	$991.51	$991.50
13747	335	665-080-10-00	$991.51	$991.50
13747	336	665-080-11-00	$991.51	$991.50
13747	337	665-080-12-00	$1,132.40	$1,132.38
13747	338	665-080-13-00	$872.96	$872.94
13747	339	665-080-14-00	$989.54	$989.52
13747	340	665-080-15-00	$989.54	$989.52
13747	341	665-080-16-00	$1,130.19	$1,130.18
13747	342	665-080-17-00	$872.96	$872.94
13747	343	665-080-18-00	$1,130.19	$1,130.18
13747	344	665-080-19-00	$989.54	$989.52
13747	345	665-080-20-00	$1,130.19	$1,130.18
13747	346	665-080-21-00	$989.54	$989.52
13747	347	665-080-22-00	$989.54	$989.52
13747	348	665-080-23-00	$872.96	$872.94
13747	349	665-080-24-00	$1,130.19	$1,130.18

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13747	350	665-080-25-00	$989.54	$989.52
13747	351	665-080-26-00	$1,130.19	$1,130.18
13747	352	665-080-27-00	$872.96	$872.94
13747	353	665-080-28-00	$1,130.19	$1,130.18
13747	354	665-080-29-00	$989.54	$989.52
13747	355	665-080-30-00	$872.96	$872.94
13747	356	665-080-31-00	$989.54	$989.52
13747	357	665-080-32-00	$1,130.19	$1,130.18
13747	358	665-080-33-00	$872.96	$872.94
13747	359	665-080-34-00	$989.54	$989.52
13747	360	665-080-35-00	$1,130.19	$1,130.18
13747	361	665-080-36-00	$989.54	$989.52
13747	362	665-080-37-00	$1,130.19	$1,130.18
13747	363	665-080-38-00	$872.96	$872.94
13747	364	665-080-39-00	$989.54	$989.52
13747	365	665-080-40-00	$1,130.19	$1,130.18
13747	366	665-080-41-00	$872.96	$872.94
13747	367	665-080-42-00	$989.54	$989.52
13747	368	665-080-43-00	$989.54	$989.52
13747	369	665-080-44-00	$872.96	$872.94
13747	370	665-080-45-00	$989.54	$989.52
13747	371	665-080-46-00	$1,130.19	$1,130.18
13747	372	665-080-47-00	$989.54	$989.52
13747	373	665-080-48-00	$989.54	$989.52
13747	374	665-080-49-00	$872.96	$872.94
13747	375	665-080-50-00	$989.54	$989.52
13747	376	665-080-51-00	$872.96	$872.94
13747	377	665-080-52-00	$991.51	$991.50
13747	378	665-080-53-00	$874.67	$874.66
13747	379	665-080-54-00	$874.67	$874.66
13747	380	665-080-55-00	$991.51	$991.50
13747	381	665-080-56-00	$874.67	$874.66
13747	382	665-080-57-00	$1,132.40	$1,132.38
13747	383	665-080-58-00	$874.67	$874.66
13747	384	665-080-59-00	$991.51	$991.50
13747	385	665-080-60-00	$1,132.40	$1,132.38
13747	386	665-080-61-00	$991.51	$991.50
13747	387	665-080-62-00	$991.51	$991.50
13747	388	665-080-63-00	$874.67	$874.66
13747	389	665-080-64-00	$1,132.40	$1,132.38
13747	390	665-080-65-00	$991.51	$991.50
13747	391	665-080-66-00	$991.51	$991.50

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13747	392	665-080-67-00	$991.51	$991.50
13747	393	665-080-68-00	$991.51	$991.50
13747	394	665-080-69-00	$991.51	$991.50
13747	395	665-080-70-00	$1,132.40	$1,132.38
13747	396	665-080-71-00	$874.67	$874.66
13747	397	665-080-72-00	$991.51	$991.50
13747	398	665-080-73-00	$874.67	$874.66
13747	399	665-080-74-00	$991.51	$991.50
13747	400	665-080-75-00	$991.51	$991.50
13747	401	665-080-76-00	$991.51	$991.50
13747	402	665-080-77-00	$1,132.40	$1,132.38
13747	403	665-080-78-00	$874.67	$874.66
13747	404	665-080-79-00	$991.51	$991.50
13747	405	665-080-80-00	$991.51	$991.50
13747	406	665-081-01-00	$1,148.07	$1,148.06
13747	407	665-081-02-00	$991.40	$991.38
13747	408	665-081-03-00	$886.51	$886.50
13747	409	665-081-04-00	$1,148.07	$1,148.06
13747	410	665-081-05-00	$1,148.07	$1,148.06
13747	411	665-081-06-00	$991.40	$991.38
13747	412	665-081-07-00	$1,148.07	$1,148.06
13747	413	665-081-08-00	$886.51	$886.50
13747	414	665-081-09-00	$991.40	$991.38
13747	415	665-081-10-00	$886.51	$886.50
13747	416	665-081-11-00	$1,148.07	$1,148.06
13747	417	665-081-12-00	$991.40	$991.38
13747	418	665-081-13-00	$886.51	$886.50
13747	419	665-081-14-00	$1,148.07	$1,148.06
13747	420	665-081-15-00	$991.40	$991.38
13747	421	665-081-16-00	$1,148.07	$1,148.06
13747	422	665-081-17-00	$991.40	$991.38
13747	423	665-081-18-00	$1,148.07	$1,148.06
13747	424	665-081-19-00	$991.40	$991.38
13747	425	665-081-20-00	$993.33	$993.32
13747	426	665-081-21-00	$1,150.32	$1,150.32
13747	427	665-081-22-00	$993.33	$993.32
13747	428	665-081-23-00	$888.27	$888.26
13747	429	665-081-24-00	$1,148.07	$1,148.06
13747	430	665-081-25-00	$991.40	$991.38
13747	431	665-081-26-00	$886.51	$886.50
13747	432	665-081-27-00	$1,148.07	$1,148.06
13747	433	665-081-28-00	$991.40	$991.38

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13747	434	665-081-29-00	$1,148.07	$1,148.06
13747	435	665-081-30-00	$991.40	$991.38
13747	436	665-081-31-00	$886.51	$886.50
13747	437	665-081-32-00	$1,148.07	$1,148.06
13747	438	665-081-33-00	$991.40	$991.38
13747	439	665-081-34-00	$1,148.07	$1,148.06
13747	440	665-081-35-00	$991.40	$991.38
13747	441	665-081-36-00	$1,148.07	$1,148.06
13747	442	665-081-37-00	$886.51	$886.50
13747	443	665-081-38-00	$991.40	$991.38
13747	444	665-081-39-00	$1,150.32	$1,150.32
13747	445	665-081-40-00	$888.27	$888.26
13747	446	665-081-41-00	$993.33	$993.32
13747	447	665-081-42-00	$1,150.32	$1,150.32
13747	448	665-081-43-00	$993.33	$993.32
13747	449	665-081-44-00	$1,150.32	$1,150.32
13747	450	665-081-45-00	$888.27	$888.26
13747	451	665-081-46-00	$1,150.32	$1,150.32
13747	452	665-081-47-00	$993.33	$993.32
13860	1	665-090-01-00	$1,027.94	$1,027.94
13860	2	665-090-02-00	$963.06	$963.06
13860	3	665-090-03-00	$1,027.94	$1,027.94
13860	4	665-090-04-00	$1,259.73	$1,259.72
13860	5	665-090-05-00	$963.06	$963.06
13860	6	665-090-06-00	$1,259.73	$1,259.72
13860	7	665-090-07-00	$963.06	$963.06
13860	8	665-090-08-00	$1,259.73	$1,259.72
13860	9	665-090-09-00	$1,027.94	$1,027.94
13860	10	665-090-10-00	$1,259.73	$1,259.72
13860	11	665-090-11-00	$963.06	$963.06
13860	12	665-090-12-00	$1,027.94	$1,027.94
13860	13	665-090-13-00	$1,259.73	$1,259.72
13860	14	665-090-14-00	$1,027.94	$1,027.94
13860	15	665-090-15-00	$1,259.73	$1,259.72
13860	16	665-090-16-00	$1,027.94	$1,027.94
13860	17	665-090-17-00	$963.06	$963.06
13860	18	665-090-18-00	$1,259.73	$1,259.72
13860	19	665-090-19-00	$1,027.94	$1,027.94
13860	20	665-090-20-00	$963.06	$963.06
13860	21	665-090-21-00	$1,027.94	$1,027.94
13860	22	665-090-22-00	$1,259.73	$1,259.72
13860	23	665-090-23-00	$1,027.94	$1,027.94

EXHIBIT A
San Ysidro School District
Community Facilities District No. 1
Fiscal Year 2019/2020 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13860	24	665-090-24-00	$1,259.73	$1,259.72
13860	25	665-090-25-00	$963.06	$963.06
13860	26	665-090-26-00	$1,259.73	$1,259.72
13860	27	665-090-27-00	$963.06	$963.06
13860	28	665-090-28-00	$1,259.73	$1,259.72
13860	29	665-090-29-00	$1,259.73	$1,259.72
13860	30	665-090-30-00	$1,027.94	$1,027.94
13860	31	665-090-31-00	$963.06	$963.06
13860	32	665-090-32-00	$1,027.94	$1,027.94
13860	33	665-090-33-00	$1,259.73	$1,259.72
13860	34	665-090-34-00	$963.06	$963.06
13860	35	665-090-35-00	$1,027.94	$1,027.94
13860	36	665-090-36-00	$1,259.73	$1,259.72
13860	37	665-090-37-00	$1,027.94	$1,027.94
13860	38	665-090-38-00	$1,259.73	$1,259.72
13860	39	665-090-39-00	$1,027.94	$1,027.94
13860	40	665-090-40-00	$1,259.73	$1,259.72
13860	41	665-090-41-00	$1,259.73	$1,259.72
13860	42	665-090-42-00	$963.06	$963.06
13860	43	665-090-43-00	$1,027.94	$1,027.94
13860	44	665-090-44-00	$1,259.73	$1,259.72
13860	45	665-090-45-00	$963.06	$963.06
13860	46	665-090-46-00	$1,027.94	$1,027.94
13860	47	665-090-47-00	$963.06	$963.06
13860	48	665-090-48-00	$1,259.73	$1,259.72
13860	49	665-090-49-00	$1,027.94	$1,027.94
13860	50	665-090-50-00	$1,259.73	$1,259.72
13860	51	665-090-51-00	$1,027.94	$1,027.94
13860	52	665-090-52-00	$1,259.73	$1,259.72
13860	53	665-090-53-00	$1,027.94	$1,027.94
13860	54	665-090-54-00	$963.06	$963.06
13860	55	665-090-55-00	$1,259.73	$1,259.72

Total Parcels	**578**
Total Taxable Parcels	**499**
Total Maximum Annual Special Tax	**$503,098.40**
Total Assigned Special Tax	**$503,092.52**

EXHIBIT A

San Ysidro School District

Community Facilities District No. 2

Fiscal Year 2019/2020 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14220	74	631-292-10-01	$1,013.98	$1,013.96
14220	74	631-292-10-02	$1,013.98	$1,013.96
14220	74	631-292-10-03	$1,013.98	$1,013.96
14220	74	631-292-10-04	$1,013.98	$1,013.96
14220	74	631-292-10-05	$1,013.98	$1,013.96
14220	74	631-292-10-06	$1,013.98	$1,013.96
14220	74	631-292-10-07	$1,013.98	$1,013.96
14220	74	631-292-10-08	$1,013.98	$1,013.96
14220	74	631-292-10-09	$1,013.98	$1,013.96
14220	74	631-292-10-10	$1,013.98	$1,013.96
14220	74	631-292-10-11	$1,013.98	$1,013.96
14220	74	631-292-10-12	$1,013.98	$1,013.96
14220	74	631-292-10-13	$1,013.98	$1,013.96
14220	74	631-292-10-14	$1,013.98	$1,013.96
14220	74	631-292-10-15	$1,013.98	$1,013.96
14220	74	631-292-10-16	$1,013.98	$1,013.96
14220	74	631-292-10-17	$1,013.98	$1,013.96
14220	74	631-292-10-18	$1,013.98	$1,013.96
14220	74	631-292-10-19	$1,013.98	$1,013.96
14220	74	631-292-10-20	$1,013.98	$1,013.96
14220	74	631-292-10-21	$1,013.98	$1,013.96
14220	74	631-292-10-22	$1,013.98	$1,013.96
14220	74	631-292-10-23	$1,013.98	$1,013.96
14220	74	631-292-10-24	$1,013.98	$1,013.96
14220	74	631-292-10-25	$1,013.98	$1,013.96
14220	74	631-292-10-26	$1,013.98	$1,013.96
14220	74	631-292-10-27	$1,013.98	$1,013.96
14220	74	631-292-10-28	$1,013.98	$1,013.96
14220	74	631-292-11-01	$1,013.98	$1,013.96
14220	74	631-292-11-02	$1,013.98	$1,013.96
14220	74	631-292-11-03	$1,013.98	$1,013.96
14220	74	631-292-11-04	$1,013.98	$1,013.96
14220	74	631-292-11-05	$1,013.98	$1,013.96
14220	74	631-292-11-06	$1,013.98	$1,013.96
14220	74	631-292-11-07	$1,013.98	$1,013.96
14220	74	631-292-11-08	$1,013.98	$1,013.96
14220	74	631-292-11-09	$1,013.98	$1,013.96
14220	74	631-292-11-10	$1,013.98	$1,013.96
14220	74	631-292-11-11	$1,013.98	$1,013.96
14220	74	631-292-11-12	$1,013.98	$1,013.96
14220	74	631-292-11-13	$1,013.98	$1,013.96
14220	74	631-292-11-14	$1,013.98	$1,013.96

EXHIBIT A

San Ysidro School District

Community Facilities District No. 2

Fiscal Year 2019/2020 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14220	74	631-292-11-15	$1,013.98	$1,013.96
14220	74	631-292-11-16	$1,013.98	$1,013.96
14220	74	631-292-11-17	$1,013.98	$1,013.96
14220	74	631-292-11-18	$1,013.98	$1,013.96
14220	74	631-292-11-19	$1,013.98	$1,013.96
14220	74	631-292-11-20	$1,013.98	$1,013.96
14220	74	631-292-11-21	$1,013.98	$1,013.96
14220	74	631-292-11-22	$1,013.98	$1,013.96
14220	74	631-292-11-23	$1,013.98	$1,013.96
14220	74	631-292-11-24	$1,013.98	$1,013.96
14220	74	631-292-11-25	$1,013.98	$1,013.96
14220	74	631-292-11-26	$1,013.98	$1,013.96
14220	74	631-292-12-01	$1,013.98	$1,013.96
14220	74	631-292-12-02	$1,013.98	$1,013.96
14220	74	631-292-12-03	$1,013.98	$1,013.96
14220	74	631-292-12-04	$1,013.98	$1,013.96
14220	74	631-292-12-05	$1,013.98	$1,013.96
14220	74	631-292-12-06	$1,013.98	$1,013.96
14220	74	631-292-12-07	$1,013.98	$1,013.96
14220	74	631-292-12-08	$1,013.98	$1,013.96
14220	74	631-292-12-09	$1,013.98	$1,013.96
14220	74	631-292-12-10	$1,013.98	$1,013.96
14220	74	631-292-12-11	$1,013.98	$1,013.96
14220	74	631-292-12-12	$1,013.98	$1,013.96
14220	74	631-292-12-13	$1,013.98	$1,013.96
14220	74	631-292-12-14	$1,013.98	$1,013.96
14220	74	631-292-12-15	$1,013.98	$1,013.96
14220	74	631-292-12-16	$1,013.98	$1,013.96
19291	PAR 1	631-292-13-01	$1,013.98	$1,013.96
19291	PAR 1	631-292-13-02	$1,013.98	$1,013.96
19291	PAR 1	631-292-13-03	$1,013.98	$1,013.96
19291	PAR 1	631-292-13-04	$1,013.98	$1,013.96
19291	PAR 1	631-292-13-05	$1,013.98	$1,013.96
19291	PAR 1	631-292-13-06	$1,013.98	$1,013.96
19291	PAR 1	631-292-13-07	$1,013.98	$1,013.96
19291	PAR 1	631-292-13-08	$1,013.98	$1,013.96
19291	PAR 1	631-292-13-09	$1,013.98	$1,013.96
19291	PAR 1	631-292-13-10	$1,013.98	$1,013.96
19291	PAR 1	631-292-14-01	$1,013.98	$1,013.96
19291	PAR 1	631-292-14-02	$1,013.98	$1,013.96
19291	PAR 1	631-292-14-03	$1,013.98	$1,013.96
19291	PAR 1	631-292-14-04	$1,013.98	$1,013.96

EXHIBIT A

San Ysidro School District

Community Facilities District No. 2

Fiscal Year 2019/2020 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
19291	PAR 1	631-292-14-05	$1,013.98	$1,013.96
19291	PAR 1	631-292-14-06	$1,013.98	$1,013.96
19291	PAR 1	631-292-14-07	$1,013.98	$1,013.96
19291	PAR 1	631-292-14-08	$1,013.98	$1,013.96
19291	PAR 1	631-292-14-09	$1,013.98	$1,013.96
19291	PAR 1	631-292-14-10	$1,013.98	$1,013.96
19291	PAR 1	631-292-14-11	$1,013.98	$1,013.96
19291	PAR 1	631-292-14-12	$1,013.98	$1,013.96
19291	PAR 1	631-292-14-13	$1,013.98	$1,013.96
19291	PAR 1	631-292-14-14	$1,013.98	$1,013.96
19291	PAR 1	631-292-14-15	$1,013.98	$1,013.96
19291	PAR 1	631-292-14-16	$1,013.98	$1,013.96
19291	PAR 1	631-292-14-17	$1,013.98	$1,013.96
19291	PAR 1	631-292-14-18	$1,013.98	$1,013.96
19291	PAR 1	631-292-14-19	$1,013.98	$1,013.96
19291	PAR 1	631-292-14-20	$1,013.98	$1,013.96
19291	PAR 1	631-292-14-21	$1,013.98	$1,013.96
19291	PAR 1	631-292-14-22	$1,013.98	$1,013.96
19291	PAR 1	631-292-14-23	$1,013.98	$1,013.96
19291	PAR 1	631-292-14-24	$1,013.98	$1,013.96
19291	PAR 1	631-292-14-25	$1,013.98	$1,013.96
19291	PAR 1	631-292-14-26	$1,013.98	$1,013.96
19291	PAR 1	631-292-15-01	$1,013.98	$1,013.96
19291	PAR 1	631-292-15-02	$1,013.98	$1,013.96
19291	PAR 1	631-292-15-03	$1,013.98	$1,013.96
19291	PAR 1	631-292-15-04	$1,013.98	$1,013.96
19291	PAR 1	631-292-15-05	$1,013.98	$1,013.96
19291	PAR 1	631-292-15-06	$1,013.98	$1,013.96
19291	PAR 1	631-292-15-07	$1,013.98	$1,013.96
19291	PAR 1	631-292-15-08	$1,013.98	$1,013.96
19291	PAR 1	631-292-15-09	$1,013.98	$1,013.96
19291	PAR 1	631-292-15-10	$1,013.98	$1,013.96
19291	PAR 1	631-292-15-11	$1,013.98	$1,013.96
19291	PAR 1	631-292-15-12	$1,013.98	$1,013.96
19291	PAR 1	631-292-15-13	$1,013.98	$1,013.96
19291	PAR 1	631-292-15-14	$1,013.98	$1,013.96
19291	PAR 1	631-292-15-15	$1,013.98	$1,013.96
19291	PAR 1	631-292-15-16	$1,013.98	$1,013.96
19291	PAR 1	631-292-15-17	$1,013.98	$1,013.96
19291	PAR 1	631-292-15-18	$1,013.98	$1,013.96
19291	PAR 1	631-292-15-19	$1,013.98	$1,013.96
19291	PAR 1	631-292-15-20	$1,013.98	$1,013.96

EXHIBIT A

San Ysidro School District

Community Facilities District No. 2

Fiscal Year 2019/2020 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
19291	PAR 1	631-292-15-21	$1,013.98	$1,013.96
19291	PAR 1	631-292-15-22	$1,013.98	$1,013.96
19291	PAR 1	631-292-15-23	$1,013.98	$1,013.96
19291	PAR 1	631-292-15-24	$1,013.98	$1,013.96
19291	PAR 1	631-292-15-25	$1,013.98	$1,013.96
19291	PAR 1	631-292-15-26	$1,013.98	$1,013.96
19291	PAR 1	631-292-16-01	$1,013.98	$1,013.96
19291	PAR 1	631-292-16-02	$1,013.98	$1,013.96
19291	PAR 1	631-292-16-03	$1,013.98	$1,013.96
19291	PAR 1	631-292-16-04	$1,013.98	$1,013.96
19291	PAR 1	631-292-16-05	$1,013.98	$1,013.96
19291	PAR 1	631-292-16-06	$1,013.98	$1,013.96
19291	PAR 1	631-292-16-07	$1,013.98	$1,013.96
19291	PAR 1	631-292-16-08	$1,013.98	$1,013.96
19291	PAR 1	631-292-16-09	$1,013.98	$1,013.96
19291	PAR 1	631-292-16-10	$1,013.98	$1,013.96
19291	PAR 1	631-292-16-11	$1,013.98	$1,013.96
19291	PAR 1	631-292-16-12	$1,013.98	$1,013.96
19291	PAR 1	631-292-16-13	$1,013.98	$1,013.96
19291	PAR 1	631-292-16-14	$1,013.98	$1,013.96
19291	PAR 1	631-292-16-15	$1,013.98	$1,013.96
19291	PAR 1	631-292-16-16	$1,013.98	$1,013.96
19291	PAR 1	631-292-16-17	$1,013.98	$1,013.96
19291	PAR 1	631-292-16-18	$1,013.98	$1,013.96
19291	PAR 1	631-292-16-19	$1,013.98	$1,013.96
19291	PAR 1	631-292-16-20	$1,013.98	$1,013.96
19291	PAR 1	631-292-16-21	$1,013.98	$1,013.96
19291	PAR 1	631-292-16-22	$1,013.98	$1,013.96
19291	PAR 1	631-292-16-23	$1,013.98	$1,013.96
19291	PAR 1	631-292-16-24	$1,013.98	$1,013.96
19291	PAR 1	631-292-16-25	$1,013.98	$1,013.96
19291	PAR 1	631-292-16-26	$1,013.98	$1,013.96
19291	PAR 1	631-292-16-27	$1,013.98	$1,013.96
19291	PAR 1	631-292-16-28	$1,013.98	$1,013.96
19291	PAR 1	631-292-16-29	$1,013.98	$1,013.96
19291	PAR 1	631-292-16-30	$1,013.98	$1,013.96
19291	PAR 1	631-292-16-31	$1,013.98	$1,013.96
19291	PAR 1	631-292-16-32	$1,013.98	$1,013.96
19291	PAR 1	631-292-16-33	$1,013.98	$1,013.96
19291	PAR 1	631-292-16-34	$1,013.98	$1,013.96
19291	PAR 1	631-292-18-01	$1,013.98	$1,013.96
19291	PAR 1	631-292-18-02	$1,013.98	$1,013.96

EXHIBIT A

San Ysidro School District

Community Facilities District No. 2

Fiscal Year 2019/2020 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
19291	PAR 1	631-292-18-03	$1,013.98	$1,013.96
19291	PAR 1	631-292-18-04	$1,013.98	$1,013.96
19291	PAR 1	631-292-18-05	$1,013.98	$1,013.96
19291	PAR 1	631-292-18-06	$1,013.98	$1,013.96
19291	PAR 1	631-292-18-07	$1,013.98	$1,013.96
19291	PAR 1	631-292-18-08	$1,013.98	$1,013.96
19291	PAR 1	631-292-18-09	$1,013.98	$1,013.96
19291	PAR 1	631-292-18-10	$1,013.98	$1,013.96
19291	PAR 1	631-292-18-11	$1,013.98	$1,013.96
19291	PAR 1	631-292-18-12	$1,013.98	$1,013.96
19291	PAR 1	631-292-18-13	$1,013.98	$1,013.96
19291	PAR 1	631-292-18-14	$1,013.98	$1,013.96
19291	PAR 1	631-292-18-15	$1,013.98	$1,013.96
19291	PAR 1	631-292-18-16	$1,013.98	$1,013.96
19291	PAR 1	631-292-18-17	$1,013.98	$1,013.96
19291	PAR 1	631-292-18-18	$1,013.98	$1,013.96
19291	PAR 1	631-292-18-19	$1,013.98	$1,013.96
19291	PAR 1	631-292-18-20	$1,013.98	$1,013.96
19291	PAR 1	631-292-18-21	$1,013.98	$1,013.96
19291	PAR 1	631-292-18-22	$1,013.98	$1,013.96
19291	PAR 1	631-292-18-23	$1,013.98	$1,013.96
19291	PAR 1	631-292-18-24	$1,013.98	$1,013.96
19291	PAR 1	631-292-18-25	$1,013.98	$1,013.96
19291	PAR 1	631-292-18-26	$1,013.98	$1,013.96
19291	PAR 1	631-292-18-27	$1,013.98	$1,013.96
19291	PAR 1	631-292-18-28	$1,013.98	$1,013.96
19291	PAR 1	631-292-18-29	$1,013.98	$1,013.96
19291	PAR 1	631-292-18-30	$1,013.98	$1,013.96
19291	PAR 1	631-292-18-31	$1,013.98	$1,013.96
19291	PAR 1	631-292-18-32	$1,013.98	$1,013.96
19291	PAR 1	631-292-18-33	$1,013.98	$1,013.96
19291	PAR 1	631-292-18-34	$1,013.98	$1,013.96
19291	PAR 1	631-292-19-01	$1,013.98	$1,013.96
19291	PAR 1	631-292-19-02	$1,013.98	$1,013.96
19291	PAR 1	631-292-19-03	$1,013.98	$1,013.96
19291	PAR 1	631-292-19-04	$1,013.98	$1,013.96
19291	PAR 1	631-292-19-05	$1,013.98	$1,013.96
19291	PAR 1	631-292-19-06	$1,013.98	$1,013.96
19291	PAR 1	631-292-19-07	$1,013.98	$1,013.96
19291	PAR 1	631-292-19-08	$1,013.98	$1,013.96
19291	PAR 1	631-292-19-09	$1,013.98	$1,013.96
19291	PAR 1	631-292-19-10	$1,013.98	$1,013.96

EXHIBIT A

San Ysidro School District

Community Facilities District No. 2

Fiscal Year 2019/2020 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
19291	PAR 1	631-292-19-11	$1,013.98	$1,013.96
19291	PAR 1	631-292-19-12	$1,013.98	$1,013.96
19291	PAR 1	631-292-19-13	$1,013.98	$1,013.96
19291	PAR 1	631-292-19-14	$1,013.98	$1,013.96
19291	PAR 1	631-292-19-15	$1,013.98	$1,013.96
19291	PAR 1	631-292-19-16	$1,013.98	$1,013.96
19291	PAR 1	631-292-19-17	$1,013.98	$1,013.96
19291	PAR 1	631-292-19-18	$1,013.98	$1,013.96
19291	PAR 1	631-292-19-19	$1,013.98	$1,013.96
19291	PAR 1	631-292-19-20	$1,013.98	$1,013.96
19291	PAR 1	631-292-19-21	$1,013.98	$1,013.96
19291	PAR 1	631-292-19-22	$1,013.98	$1,013.96
19291	PAR 1	631-292-19-23	$1,013.98	$1,013.96
19291	PAR 1	631-292-19-24	$1,013.98	$1,013.96
19291	PAR 1	631-292-19-25	$1,013.98	$1,013.96
19291	PAR 1	631-292-19-26	$1,013.98	$1,013.96
19291	PAR 1	631-292-19-27	$1,013.98	$1,013.96
19291	PAR 1	631-292-19-28	$1,013.98	$1,013.96
19291	PAR 1	631-292-19-29	$1,013.98	$1,013.96
19291	PAR 1	631-292-19-30	$1,013.98	$1,013.96
19291	PAR 1	631-292-19-31	$1,013.98	$1,013.96
19291	PAR 1	631-292-19-32	$1,013.98	$1,013.96
19291	PAR 1	631-292-19-33	$1,013.98	$1,013.96
19291	PAR 1	631-292-19-34	$1,013.98	$1,013.96
19291	PAR 1	631-292-19-35	$1,013.98	$1,013.96
19291	PAR 1	631-292-19-36	$1,013.98	$1,013.96
19291	PAR 1	631-292-19-37	$1,013.98	$1,013.96
19291	PAR 1	631-292-19-38	$1,013.98	$1,013.96
13730	1	638-300-01-00	$991.07	$991.06
13730	2	638-300-02-00	$991.07	$991.06
13730	3	638-300-03-00	$991.07	$991.06
13730	4	638-300-04-00	$991.07	$991.06
13730	5	638-300-05-00	$991.07	$991.06
13730	6	638-300-06-00	$991.07	$991.06
13730	7	638-300-07-00	$991.07	$991.06
13730	8	638-300-08-00	$991.07	$991.06
13730	9	638-300-09-00	$991.07	$991.06
13730	10	638-300-10-00	$991.07	$991.06
13730	11	638-300-11-00	$991.07	$991.06
13730	12	638-300-12-00	$991.07	$991.06
13730	13	638-300-13-00	$991.07	$991.06
13730	14	638-300-14-00	$991.07	$991.06

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San Ysidro School District

Community Facilities District No. 2

Fiscal Year 2019/2020 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13730	15	638-300-15-00	$991.07	$991.06
13730	16	638-300-16-00	$991.07	$991.06
13730	17	638-300-17-00	$991.07	$991.06
13730	18	638-300-18-00	$991.07	$991.06
13730	36	638-300-19-00	$991.07	$991.06
13730	37	638-300-20-00	$991.07	$991.06
13730	38	638-300-21-00	$991.07	$991.06
13730	39	638-300-22-00	$991.07	$991.06
13730	40	638-300-23-00	$991.07	$991.06
13730	41	638-300-24-00	$991.07	$991.06
13730	42	638-300-25-00	$991.07	$991.06
13730	43	638-300-26-00	$991.07	$991.06
13730	44	638-300-27-00	$991.07	$991.06
13730	45	638-300-28-00	$991.07	$991.06
13730	46	638-300-29-00	$991.07	$991.06
13730	54	638-300-30-00	$0.00	$0.00
13730	C	638-300-31-00	$0.00	$0.00
13730	19	638-301-01-00	$991.07	$991.06
13730	20	638-301-02-00	$991.07	$991.06
13730	21	638-301-03-00	$991.07	$991.06
13730	22	638-301-04-00	$991.07	$991.06
13730	23	638-301-05-00	$991.07	$991.06
13730	24	638-301-06-00	$991.07	$991.06
13730	25	638-301-07-00	$991.07	$991.06
13730	26	638-301-08-00	$991.07	$991.06
13730	27	638-301-09-00	$991.07	$991.06
13730	28	638-301-10-00	$991.07	$991.06
13730	29	638-301-11-00	$991.07	$991.06
13730	30	638-301-12-00	$992.42	$992.40
13730	31	638-301-13-00	$992.42	$992.40
13730	32	638-301-14-00	$992.42	$992.40
13730	33	638-301-15-00	$992.42	$992.40
13730	34	638-301-16-00	$992.42	$992.40
13730	35	638-301-17-00	$992.42	$992.40
13730	47	638-301-18-00	$991.07	$991.06
13730	48	638-301-19-00	$991.07	$991.06
13730	49	638-301-20-00	$991.07	$991.06
13730	50	638-301-21-00	$991.07	$991.06
13730	51	638-301-22-00	$993.41	$993.40
13730	52	638-301-23-00	$992.42	$992.40
13730	53	638-301-24-00	$992.42	$992.40
13730	A	638-301-25-00	$0.00	$0.00

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San Ysidro School District

Community Facilities District No. 2

Fiscal Year 2019/2020 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13730	B	638-301-26-00	$0.00	$0.00
13730	D	638-301-27-00	$0.00	$0.00
13730	E	638-301-28-00	$0.00	$0.00
13730	F	638-301-29-00	$0.00	$0.00
14277	1	638-310-01-00	$993.41	$993.40
14277	2	638-310-02-00	$993.41	$993.40
14277	3	638-310-03-00	$993.41	$993.40
14277	4	638-310-04-00	$993.41	$993.40
14277	5	638-310-05-00	$993.41	$993.40
14277	6	638-310-06-00	$993.41	$993.40
14277	7	638-310-07-00	$993.41	$993.40
14277	8	638-310-08-00	$993.41	$993.40
14277	9	638-310-09-00	$993.41	$993.40
14277	10	638-310-10-00	$993.41	$993.40
14277	11	638-310-11-00	$993.41	$993.40
14277	12	638-310-12-00	$993.41	$993.40
14277	13	638-310-13-00	$993.41	$993.40
14277	14	638-310-14-00	$993.41	$993.40
14277	15	638-310-15-00	$993.41	$993.40
14277	16	638-310-16-00	$993.41	$993.40
14277	17	638-310-17-00	$993.41	$993.40
14277	18	638-310-18-00	$993.41	$993.40
14277	19	638-310-19-00	$993.41	$993.40
14277	20	638-310-20-00	$993.41	$993.40
14277	23	638-310-23-00	$993.41	$993.40
14277	24	638-310-24-00	$993.41	$993.40
14277	25	638-310-25-00	$993.41	$993.40
14277	26	638-310-26-00	$993.41	$993.40
14277	27	638-310-27-00	$993.41	$993.40
14277	28	638-310-28-00	$993.41	$993.40
14277	29	638-310-29-00	$993.41	$993.40
14277	30	638-310-30-00	$993.41	$993.40
14277	31	638-310-31-00	$993.41	$993.40
14277	32	638-310-32-00	$993.41	$993.40
14277	33	638-310-33-00	$993.41	$993.40
14277	34	638-310-34-00	$993.41	$993.40
14277	35	638-310-35-00	$993.41	$993.40
14277	36	638-310-36-00	$993.41	$993.40
14277	37	638-310-37-00	$993.41	$993.40
14277	38	638-310-38-00	$993.41	$993.40
14277	39	638-310-39-00	$1,079.08	$1,079.06
14277	40	638-310-40-00	$993.41	$993.40

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San Ysidro School District

Community Facilities District No. 2

Fiscal Year 2019/2020 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14277	41	638-310-41-00	$993.41	$993.40
14277	42	638-310-42-00	$993.41	$993.40
14277	43	638-310-43-00	$993.41	$993.40
14277	A	638-310-44-00	$0.00	$0.00
14277	PAR 1	638-310-45-00	$993.41	$993.40
14277	PAR 2	638-310-46-00	$993.41	$993.40
14460	1	638-320-01-00	$993.41	$993.40
14460	2	638-320-02-00	$993.41	$993.40
14460	3	638-320-03-00	$993.41	$993.40
14460	4	638-320-04-00	$993.41	$993.40
14460	5	638-320-05-00	$993.41	$993.40
14460	6	638-320-06-00	$993.41	$993.40
14460	7	638-320-07-00	$993.41	$993.40
14460	8	638-320-08-00	$993.41	$993.40
14460	9	638-320-09-00	$993.41	$993.40
14460	10	638-320-10-00	$993.41	$993.40
14460	11	638-320-11-00	$993.41	$993.40
14460	12	638-320-12-00	$993.41	$993.40
14460	13	638-320-13-00	$993.41	$993.40
14460	14	638-320-14-00	$993.41	$993.40
14460	15	638-320-15-00	$1,013.98	$1,013.96
14460	16	638-320-16-00	$1,013.98	$1,013.96
14460	17	638-320-17-00	$1,013.98	$1,013.96
14460	18	638-320-18-00	$1,013.98	$1,013.96
14460	19	638-320-19-00	$1,013.98	$1,013.96
14460	20	638-320-20-00	$1,013.98	$1,013.96
14460	21	638-320-21-00	$1,013.98	$1,013.96
14460	22	638-320-22-00	$1,013.98	$1,013.96
14460	23	638-320-23-00	$1,013.98	$1,013.96
14460	24	638-320-24-00	$1,013.98	$1,013.96
14460	25	638-320-25-00	$1,013.98	$1,013.96
14460	26	638-320-26-00	$1,013.98	$1,013.96
14460	27	638-320-27-00	$1,013.98	$1,013.96
14460	28	638-320-28-00	$1,013.98	$1,013.96
14460	29	638-320-29-00	$1,013.98	$1,013.96
14460	30	638-320-30-00	$1,013.98	$1,013.96
14460	31	638-320-31-00	$1,013.98	$1,013.96
14460	82	638-320-32-00	$1,013.98	$1,013.96
14460	83	638-320-33-00	$1,013.98	$1,013.96
14460	84	638-320-34-00	$1,013.98	$1,013.96
14460	85	638-320-35-00	$1,013.98	$1,013.96
14460	86	638-320-36-00	$1,013.98	$1,013.96

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San Ysidro School District

Community Facilities District No. 2

Fiscal Year 2019/2020 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14460	87	638-320-37-00	$1,013.98	$1,013.96
14460	88	638-320-38-00	$1,013.98	$1,013.96
14460	A	638-320-39-00	$0.00	$0.00
14460	B	638-320-40-00	$0.00	$0.00
14460	C	638-320-41-00	$0.00	$0.00
14460	32	638-321-01-00	$1,013.98	$1,013.96
14460	33	638-321-02-00	$1,013.98	$1,013.96
14460	34	638-321-03-00	$1,013.98	$1,013.96
14460	35	638-321-04-00	$1,013.98	$1,013.96
14460	36	638-321-05-00	$1,013.98	$1,013.96
14460	37	638-321-06-00	$1,013.98	$1,013.96
14460	38	638-321-07-00	$1,013.98	$1,013.96
14460	39	638-321-08-00	$1,013.98	$1,013.96
14460	40	638-321-09-00	$1,013.98	$1,013.96
14460	41	638-321-10-00	$1,013.98	$1,013.96
14460	42	638-321-11-00	$1,013.98	$1,013.96
14460	43	638-321-12-00	$1,013.98	$1,013.96
14460	44	638-321-13-00	$1,013.98	$1,013.96
14460	45	638-321-14-00	$1,013.98	$1,013.96
14460	46	638-321-15-00	$1,013.98	$1,013.96
14460	47	638-321-16-00	$1,013.98	$1,013.96
14460	48	638-321-17-00	$1,013.98	$1,013.96
14460	49	638-321-18-00	$1,013.98	$1,013.96
14460	50	638-321-19-00	$1,013.98	$1,013.96
14460	51	638-321-20-00	$1,013.98	$1,013.96
14460	52	638-321-21-00	$1,013.98	$1,013.96
14460	53	638-321-22-00	$1,013.98	$1,013.96
14460	54	638-321-23-00	$1,013.98	$1,013.96
14460	55	638-321-24-00	$1,013.98	$1,013.96
14460	56	638-321-25-00	$1,013.98	$1,013.96
14460	57	638-321-26-00	$1,013.98	$1,013.96
14460	58	638-321-27-00	$1,013.98	$1,013.96
14460	59	638-321-28-00	$1,013.98	$1,013.96
14460	60	638-321-29-00	$1,013.98	$1,013.96
14460	61	638-321-30-00	$1,013.98	$1,013.96
14460	62	638-321-31-00	$1,013.98	$1,013.96
14460	63	638-321-32-00	$1,013.98	$1,013.96
14460	64	638-321-33-00	$1,013.98	$1,013.96
14460	65	638-321-34-00	$1,013.98	$1,013.96
14460	66	638-321-35-00	$1,013.98	$1,013.96
14460	67	638-321-36-00	$1,013.98	$1,013.96
14460	68	638-321-37-00	$1,013.98	$1,013.96

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San Ysidro School District

Community Facilities District No. 2

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14460	69	638-321-38-00	$1,013.98	$1,013.96
14460	70	638-321-39-00	$1,013.98	$1,013.96
14460	71	638-321-40-00	$1,013.98	$1,013.96
14460	72	638-321-41-00	$1,013.98	$1,013.96
14460	73	638-321-42-00	$1,013.98	$1,013.96
14460	74	638-321-43-00	$1,013.98	$1,013.96
14460	75	638-321-44-00	$1,013.98	$1,013.96
14460	76	638-321-45-00	$1,013.98	$1,013.96
14460	77	638-321-46-00	$1,013.98	$1,013.96
14460	78	638-321-47-00	$1,013.98	$1,013.96
14460	79	638-321-48-00	$1,013.98	$1,013.96
14460	80	638-321-49-00	$1,013.98	$1,013.96
14460	81	638-321-50-00	$1,013.98	$1,013.96
14460	D	638-321-51-00	$0.00	$0.00
14460	E	638-321-52-00	$0.00	$0.00
14775	A	645-042-01-00	$0.00	$0.00
14775	L	645-042-02-00	$0.00	$0.00
14775	M	645-042-03-00	$0.00	$0.00
14775	O	645-042-04-00	$0.00	$0.00
14775	P	645-042-05-00	$0.00	$0.00
14775	V	645-042-07-00	$0.00	$0.00
14775	X	645-042-08-00	$0.00	$0.00
14775	Y	645-042-09-00	$0.00	$0.00
14775	Z	645-042-10-00	$0.00	$0.00
14519	1	645-320-01-00	$1,079.08	$1,079.06
14519	2	645-320-02-00	$1,079.08	$1,079.06
14519	3	645-320-03-00	$1,079.08	$1,079.06
14519	4	645-320-04-00	$1,079.08	$1,079.06
14519	5	645-320-05-00	$1,079.08	$1,079.06
14519	6	645-320-06-00	$1,079.08	$1,079.06
14519	7	645-320-07-00	$1,079.08	$1,079.06
14519	8	645-320-08-00	$1,079.08	$1,079.06
14519	9	645-320-09-00	$1,079.08	$1,079.06
14519	10	645-320-10-00	$1,079.08	$1,079.06
14519	11	645-320-11-00	$1,079.08	$1,079.06
14519	12	645-320-12-00	$1,079.08	$1,079.06
14519	13	645-320-13-00	$1,079.08	$1,079.06
14519	14	645-320-14-00	$1,079.08	$1,079.06
14519	15	645-320-15-00	$1,079.08	$1,079.06
14519	16	645-320-16-00	$1,079.08	$1,079.06
14519	17	645-320-17-00	$1,079.08	$1,079.06
14519	18	645-320-18-00	$1,079.08	$1,079.06

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Community Facilities District No. 2

Fiscal Year 2019/2020 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14519	19	645-320-19-00	$1,079.08	$1,079.06
14519	20	645-320-20-00	$1,079.08	$1,079.06
14519	21	645-320-21-00	$1,079.08	$1,079.06
14519	22	645-320-22-00	$1,079.08	$1,079.06
14519	23	645-320-23-00	$1,079.08	$1,079.06
14519	24	645-320-24-00	$1,079.08	$1,079.06
14519	25	645-320-25-00	$1,079.08	$1,079.06
14519	26	645-320-26-00	$1,079.08	$1,079.06
14519	27	645-320-27-00	$1,013.98	$1,013.96
14519	28	645-320-28-00	$1,013.98	$1,013.96
14519	29	645-320-29-00	$1,013.98	$1,013.96
14519	30	645-320-30-00	$1,013.98	$1,013.96
14519	31	645-320-31-00	$1,013.98	$1,013.96
14519	32	645-320-32-00	$1,013.98	$1,013.96
14519	33	645-320-33-00	$1,013.98	$1,013.96
14519	34	645-320-34-00	$1,013.98	$1,013.96
14519	35	645-320-35-00	$1,013.98	$1,013.96
14519	36	645-320-36-00	$1,013.98	$1,013.96
14519	37	645-320-37-00	$1,013.98	$1,013.96
14519	38	645-320-38-00	$1,013.98	$1,013.96
14519	39	645-320-39-00	$1,013.98	$1,013.96
14519	40	645-320-40-00	$1,013.98	$1,013.96
14519	41	645-320-41-00	$1,013.98	$1,013.96
14519	42	645-320-42-00	$1,013.98	$1,013.96
14519	43	645-320-43-00	$1,013.98	$1,013.96
14519	44	645-320-44-00	$1,013.98	$1,013.96
14519	45	645-320-45-00	$1,013.98	$1,013.96
14519	46	645-320-46-00	$1,013.98	$1,013.96
14519	47	645-320-47-00	$1,013.98	$1,013.96
14519	48	645-320-48-00	$1,013.98	$1,013.96
14519	49	645-320-49-00	$1,013.98	$1,013.96
14519	50	645-320-50-00	$1,013.98	$1,013.96
14519	51	645-320-51-00	$1,013.98	$1,013.96
14519	52	645-320-52-00	$1,013.98	$1,013.96
14519	53	645-320-53-00	$1,013.98	$1,013.96
14519	54	645-320-54-00	$1,013.98	$1,013.96
14519	55	645-320-55-00	$1,013.98	$1,013.96
14519	56	645-320-56-00	$1,013.98	$1,013.96
14519	57	645-320-57-00	$1,013.98	$1,013.96
14519	58	645-320-58-00	$1,013.98	$1,013.96
14519	59	645-320-59-00	$1,013.98	$1,013.96
14519	60	645-320-60-00	$1,013.98	$1,013.96

EXHIBIT A

San Ysidro School District

Community Facilities District No. 2

Fiscal Year 2019/2020 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14519	61	645-320-61-00	$1,013.98	$1,013.96
14519	62	645-320-62-00	$1,079.08	$1,079.06
14519	63	645-320-63-00	$1,079.08	$1,079.06
14519	64	645-320-64-00	$1,079.08	$1,079.06
14519	65	645-320-65-00	$1,079.08	$1,079.06
14519	66	645-320-66-00	$1,079.08	$1,079.06
14519	67	645-320-67-00	$1,079.08	$1,079.06
14519	68	645-320-68-00	$1,079.08	$1,079.06
14519	69	645-320-69-00	$1,079.08	$1,079.06
14519	70	645-320-70-00	$1,079.08	$1,079.06
14519	A	645-320-71-00	$0.00	$0.00
14519	B	645-320-72-00	$0.00	$0.00
14519	C	645-320-73-00	$0.00	$0.00
14671	1	645-330-01-00	$1,079.08	$1,079.06
14671	2	645-330-02-00	$1,013.98	$1,013.96
14671	3	645-330-03-00	$1,013.98	$1,013.96
14671	4	645-330-04-00	$1,013.98	$1,013.96
14671	5	645-330-05-00	$1,013.98	$1,013.96
14671	6	645-330-06-00	$1,013.98	$1,013.96
14671	7	645-330-07-00	$1,013.98	$1,013.96
14671	8	645-330-08-00	$1,013.98	$1,013.96
14671	9	645-330-09-00	$1,013.98	$1,013.96
14671	10	645-330-10-00	$1,013.98	$1,013.96
14671	11	645-330-11-00	$1,013.98	$1,013.96
14671	12	645-330-12-00	$1,013.98	$1,013.96
14671	13	645-330-13-00	$1,013.98	$1,013.96
14671	14	645-330-14-00	$1,013.98	$1,013.96
14671	15	645-330-15-00	$1,013.98	$1,013.96
14671	16	645-330-16-00	$1,013.98	$1,013.96
14671	17	645-330-17-00	$1,013.98	$1,013.96
14671	18	645-330-18-00	$1,013.98	$1,013.96
14671	19	645-330-19-00	$1,013.98	$1,013.96
14671	20	645-330-20-00	$1,013.98	$1,013.96
14671	21	645-330-21-00	$1,013.98	$1,013.96
14671	22	645-330-22-00	$1,013.98	$1,013.96
14671	23	645-330-23-00	$1,013.98	$1,013.96
14671	24	645-330-24-00	$1,013.98	$1,013.96
14671	25	645-330-25-00	$1,013.98	$1,013.96
14671	26	645-330-26-00	$1,013.98	$1,013.96
14671	27	645-330-27-00	$1,013.98	$1,013.96
14671	28	645-330-28-00	$1,013.98	$1,013.96
14671	29	645-330-29-00	$1,013.98	$1,013.96

EXHIBIT A

San Ysidro School District

Community Facilities District No. 2

Fiscal Year 2019/2020 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14671	30	645-330-30-00	$1,013.98	$1,013.96
14671	31	645-330-31-00	$1,013.98	$1,013.96
14671	32	645-330-32-00	$1,013.98	$1,013.96
14671	33	645-330-33-00	$1,013.98	$1,013.96
14671	34	645-330-34-00	$1,013.98	$1,013.96
14671	35	645-330-35-00	$1,013.98	$1,013.96
14671	36	645-330-36-00	$1,013.98	$1,013.96
14671	37	645-330-37-00	$1,013.98	$1,013.96
14671	38	645-330-38-00	$1,013.98	$1,013.96
14671	39	645-330-39-00	$1,013.98	$1,013.96
14671	40	645-330-40-00	$1,013.98	$1,013.96
14671	41	645-330-41-00	$1,013.98	$1,013.96
14671	42	645-330-42-00	$1,013.98	$1,013.96
14671	43	645-330-43-00	$1,013.98	$1,013.96
14671	44	645-330-44-00	$1,013.98	$1,013.96
14671	45	645-330-45-00	$1,013.98	$1,013.96
14671	46	645-330-46-00	$1,013.98	$1,013.96
14671	47	645-330-47-00	$1,013.98	$1,013.96
14671	48	645-330-48-00	$1,013.98	$1,013.96
14671	49	645-330-49-00	$1,013.98	$1,013.96
14671	50	645-330-50-00	$1,013.98	$1,013.96
14671	51	645-330-51-00	$1,013.98	$1,013.96
14671	52	645-330-52-00	$1,013.98	$1,013.96
14671	53	645-330-53-00	$1,013.98	$1,013.96
14671	54	645-330-54-00	$1,013.98	$1,013.96
14671	55	645-330-55-00	$1,013.98	$1,013.96
14671	56	645-330-56-00	$1,013.98	$1,013.96
14671	57	645-330-57-00	$1,013.98	$1,013.96
14671	58	645-330-58-00	$1,013.98	$1,013.96
14671	59	645-330-59-00	$1,013.98	$1,013.96
14671	A	645-330-60-00	$0.00	$0.00
14755	1	645-350-01-00	$1,079.08	$1,079.06
14755	2	645-350-02-00	$1,079.08	$1,079.06
14755	3	645-350-03-00	$1,079.08	$1,079.06
14755	4	645-350-04-00	$1,079.08	$1,079.06
14755	5	645-350-05-00	$1,079.08	$1,079.06
14755	6	645-350-06-00	$1,079.08	$1,079.06
14755	7	645-350-07-00	$1,079.08	$1,079.06
14755	8	645-350-08-00	$1,079.08	$1,079.06
14755	9	645-350-09-00	$1,079.08	$1,079.06
14755	10	645-350-10-00	$1,079.08	$1,079.06
14755	11	645-350-11-00	$1,079.08	$1,079.06

EXHIBIT A

San Ysidro School District

Community Facilities District No. 2

Fiscal Year 2019/2020 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14755	12	645-350-12-00	$1,079.08	$1,079.06
14755	13	645-350-13-00	$1,079.08	$1,079.06
14755	14	645-350-14-00	$1,079.08	$1,079.06
14755	15	645-350-15-00	$1,079.08	$1,079.06
14755	16	645-350-16-00	$1,079.08	$1,079.06
14755	17	645-350-17-00	$1,079.08	$1,079.06
14755	18	645-350-18-00	$1,079.08	$1,079.06
14755	19	645-350-19-00	$1,079.08	$1,079.06
14755	20	645-350-20-00	$1,079.08	$1,079.06
14755	21	645-350-21-00	$1,079.08	$1,079.06
14755	22	645-350-22-00	$1,079.08	$1,079.06
14755	23	645-350-23-00	$1,079.08	$1,079.06
14755	24	645-350-24-00	$1,079.08	$1,079.06
14755	25	645-350-25-00	$1,079.08	$1,079.06
14755	26	645-350-26-00	$1,079.08	$1,079.06
14755	27	645-350-27-00	$1,079.08	$1,079.06
14755	28	645-350-28-00	$1,079.08	$1,079.06
14755	29	645-350-29-00	$1,079.08	$1,079.06
14755	30	645-350-30-00	$1,079.08	$1,079.06
14755	31	645-350-31-00	$1,079.08	$1,079.06
14755	32	645-350-32-00	$1,079.08	$1,079.06
14755	33	645-350-33-00	$1,079.08	$1,079.06
14755	34	645-350-34-00	$1,079.08	$1,079.06
14755	35	645-350-35-00	$1,079.08	$1,079.06
14755	36	645-350-36-00	$1,079.08	$1,079.06
14755	37	645-350-37-00	$1,079.08	$1,079.06
14755	38	645-350-38-00	$1,079.08	$1,079.06
14755	39	645-350-39-00	$1,079.08	$1,079.06
14755	40	645-350-40-00	$1,079.08	$1,079.06
14755	41	645-350-41-00	$1,079.08	$1,079.06
14755	42	645-350-42-00	$1,079.08	$1,079.06
14755	43	645-350-43-00	$1,079.08	$1,079.06
14755	44	645-350-44-00	$1,079.08	$1,079.06
14755	45	645-350-45-00	$1,079.08	$1,079.06
14755	46	645-350-46-00	$1,079.08	$1,079.06
14755	47	645-350-47-00	$1,079.08	$1,079.06
14755	48	645-350-48-00	$1,079.08	$1,079.06
14755	49	645-350-49-00	$1,079.08	$1,079.06
14755	50	645-350-50-00	$1,079.08	$1,079.06
14755	51	645-350-51-00	$1,079.08	$1,079.06
14755	52	645-350-52-00	$1,079.08	$1,079.06
14755	53	645-350-53-00	$1,079.08	$1,079.06

EXHIBIT A

San Ysidro School District

Community Facilities District No. 2

Fiscal Year 2019/2020 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14755	54	645-350-54-00	$1,079.08	$1,079.06
14755	55	645-350-55-00	$1,079.08	$1,079.06
14755	56	645-350-56-00	$1,079.08	$1,079.06
14755	57	645-350-57-00	$1,079.08	$1,079.06
14755	58	645-350-58-00	$1,079.08	$1,079.06
14755	59	645-350-59-00	$1,079.08	$1,079.06
14755	60	645-350-60-00	$1,079.08	$1,079.06
14755	61	645-350-61-00	$1,079.08	$1,079.06
14755	62	645-350-62-00	$1,079.08	$1,079.06
14755	63	645-350-63-00	$1,079.08	$1,079.06
14755	64	645-350-64-00	$1,079.08	$1,079.06
14755	B	645-350-65-00	$0.00	$0.00
14755	C	645-350-66-00	$0.00	$0.00
14755	D	645-350-67-00	$0.00	$0.00
14755	E	645-350-68-00	$0.00	$0.00
14755	65	645-351-01-00	$1,079.08	$1,079.06
14755	66	645-351-02-00	$1,079.08	$1,079.06
14755	67	645-351-03-00	$1,079.08	$1,079.06
14755	68	645-351-04-00	$1,079.08	$1,079.06
14755	69	645-351-05-00	$1,079.08	$1,079.06
14755	70	645-351-06-00	$1,079.08	$1,079.06
14755	71	645-351-07-00	$1,079.08	$1,079.06
14755	72	645-351-08-00	$1,079.08	$1,079.06
14755	73	645-351-09-00	$1,079.08	$1,079.06
14755	74	645-351-10-00	$1,079.08	$1,079.06
14755	75	645-351-11-00	$1,079.08	$1,079.06
14755	76	645-351-12-00	$1,079.08	$1,079.06
14755	77	645-351-13-00	$1,079.08	$1,079.06
14755	78	645-351-14-00	$1,079.08	$1,079.06
14755	79	645-351-15-00	$1,079.08	$1,079.06
14755	80	645-351-16-00	$1,079.08	$1,079.06
14755	81	645-351-17-00	$1,079.08	$1,079.06
14755	82	645-351-18-00	$1,079.08	$1,079.06
14755	83	645-351-19-00	$1,079.08	$1,079.06
14755	84	645-351-20-00	$1,079.08	$1,079.06
14755	85	645-351-21-00	$1,079.08	$1,079.06
14755	86	645-351-22-00	$1,079.08	$1,079.06
14755	123	645-351-23-00	$1,079.08	$1,079.06
14755	124	645-351-24-00	$1,079.08	$1,079.06
14755	125	645-351-25-00	$1,079.08	$1,079.06
14755	126	645-351-26-00	$1,079.08	$1,079.06
14755	127	645-351-27-00	$1,079.08	$1,079.06

EXHIBIT A

San Ysidro School District

Community Facilities District No. 2

Fiscal Year 2019/2020 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14755	128	645-351-28-00	$1,079.08	$1,079.06
14755	129	645-351-29-00	$1,079.08	$1,079.06
14755	F	645-351-30-00	$0.00	$0.00
14755	G	645-351-31-00	$0.00	$0.00
14755	H	645-351-32-00	$0.00	$0.00
14755	I	645-351-33-00	$0.00	$0.00
14755	J	645-351-34-00	$0.00	$0.00
14755	Q	645-351-35-00	$0.00	$0.00
14755	R	645-351-36-00	$0.00	$0.00
14755	S	645-351-37-00	$0.00	$0.00
14755	W	645-351-38-00	$0.00	$0.00
14755	87	645-352-01-00	$1,079.08	$1,079.06
14755	88	645-352-02-00	$1,079.08	$1,079.06
14755	89	645-352-03-00	$1,079.08	$1,079.06
14755	90	645-352-04-00	$1,079.08	$1,079.06
14755	91	645-352-05-00	$1,079.08	$1,079.06
14755	92	645-352-06-00	$1,079.08	$1,079.06
14755	93	645-352-07-00	$1,079.08	$1,079.06
14755	94	645-352-08-00	$1,079.08	$1,079.06
14755	95	645-352-09-00	$1,079.08	$1,079.06
14755	96	645-352-10-00	$1,079.08	$1,079.06
14755	97	645-352-11-00	$1,079.08	$1,079.06
14755	98	645-352-12-00	$1,079.08	$1,079.06
14755	99	645-352-13-00	$1,079.08	$1,079.06
14755	100	645-352-14-00	$1,079.08	$1,079.06
14755	101	645-352-15-00	$1,079.08	$1,079.06
14755	102	645-352-16-00	$1,079.08	$1,079.06
14755	103	645-352-17-00	$1,079.08	$1,079.06
14755	104	645-352-18-00	$1,079.08	$1,079.06
14755	105	645-352-19-00	$1,079.08	$1,079.06
14755	106	645-352-20-00	$1,079.08	$1,079.06
14755	107	645-352-21-00	$1,079.08	$1,079.06
14755	108	645-352-22-00	$1,079.08	$1,079.06
14755	109	645-352-23-00	$1,079.08	$1,079.06
14755	110	645-352-24-00	$1,079.08	$1,079.06
14755	111	645-352-25-00	$1,079.08	$1,079.06
14755	112	645-352-26-00	$1,079.08	$1,079.06
14755	113	645-352-27-00	$1,079.08	$1,079.06
14755	114	645-352-28-00	$1,079.08	$1,079.06
14755	115	645-352-29-00	$1,079.08	$1,079.06
14755	116	645-352-30-00	$1,079.08	$1,079.06
14755	117	645-352-31-00	$1,079.08	$1,079.06

EXHIBIT A

San Ysidro School District

Community Facilities District No. 2

Fiscal Year 2019/2020 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14755	118	645-352-32-00	$1,079.08	$1,079.06
14755	119	645-352-33-00	$1,079.08	$1,079.06
14755	120	645-352-34-00	$1,079.08	$1,079.06
14755	121	645-352-35-00	$1,079.08	$1,079.06
14755	122	645-352-36-00	$1,079.08	$1,079.06
14755	130	645-352-37-00	$1,079.08	$1,079.06
14755	131	645-352-38-00	$1,079.08	$1,079.06
14755	132	645-352-39-00	$1,079.08	$1,079.06
14755	133	645-352-40-00	$1,079.08	$1,079.06
14755	134	645-352-41-00	$1,079.08	$1,079.06
14755	135	645-352-42-00	$1,079.08	$1,079.06
14755	136	645-352-43-00	$1,079.08	$1,079.06
14755	137	645-352-44-00	$1,079.08	$1,079.06
14755	138	645-352-45-00	$1,079.08	$1,079.06
14755	139	645-352-46-00	$1,079.08	$1,079.06
14755	140	645-352-47-00	$1,079.08	$1,079.06
14755	141	645-352-48-00	$1,079.08	$1,079.06
14755	142	645-352-49-00	$1,079.08	$1,079.06
14755	143	645-352-50-00	$1,079.08	$1,079.06
14755	144	645-352-51-00	$1,079.08	$1,079.06
14755	145	645-352-52-00	$1,079.08	$1,079.06
14755	146	645-352-53-00	$1,079.08	$1,079.06
14755	147	645-352-54-00	$0.00	$0.00
14755	K	645-352-55-00	$0.00	$0.00
14755	N	645-352-56-00	$0.00	$0.00
14755	T	645-352-57-00	$0.00	$0.00
14843	A	645-360-02-00	$0.00	$0.00
18483	E	645-360-03-00	$0.00	$0.00
14843	1	645-360-04-01	$1,079.08	$1,079.06
14843	1	645-360-04-02	$1,079.08	$1,079.06
14843	1	645-360-04-03	$1,079.08	$1,079.06
14843	1	645-360-04-04	$1,079.08	$1,079.06
14843	1	645-360-04-05	$1,079.08	$1,079.06
14843	1	645-360-04-06	$1,079.08	$1,079.06
14843	1	645-360-04-07	$1,079.08	$1,079.06
14843	1	645-360-04-08	$1,079.08	$1,079.06
14843	1	645-360-04-09	$1,079.08	$1,079.06
14843	1	645-360-04-10	$1,079.08	$1,079.06
14843	1	645-360-05-01	$1,079.08	$1,079.06
14843	1	645-360-05-02	$1,079.08	$1,079.06
14843	1	645-360-05-03	$1,079.08	$1,079.06
14843	1	645-360-05-04	$1,079.08	$1,079.06

EXHIBIT A

San Ysidro School District

Community Facilities District No. 2

Fiscal Year 2019/2020 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14843	1	645-360-05-05	$1,079.08	$1,079.06
14843	1	645-360-05-06	$1,079.08	$1,079.06
14843	1	645-360-05-07	$1,079.08	$1,079.06
14843	1	645-360-05-08	$1,079.08	$1,079.06
14843	1	645-360-05-09	$1,079.08	$1,079.06
14843	1	645-360-05-10	$1,079.08	$1,079.06
14843	1	645-360-05-11	$1,079.08	$1,079.06
14843	1	645-360-05-12	$1,079.08	$1,079.06
14843	1	645-360-05-13	$1,079.08	$1,079.06
14843	1	645-360-05-14	$1,079.08	$1,079.06
14843	1	645-360-05-15	$1,079.08	$1,079.06
14843	1	645-360-05-16	$1,079.08	$1,079.06
14843	1	645-360-05-17	$1,079.08	$1,079.06
14843	1	645-360-05-18	$1,079.08	$1,079.06
14843	1	645-360-05-19	$1,079.08	$1,079.06
14843	1	645-360-05-20	$1,079.08	$1,079.06
14843	1	645-360-05-21	$1,079.08	$1,079.06
14843	1	645-360-05-22	$1,079.08	$1,079.06
14843	1	645-360-05-23	$1,079.08	$1,079.06
14843	1	645-360-05-24	$1,079.08	$1,079.06
14843	1	645-360-05-25	$1,079.08	$1,079.06
14843	1	645-360-06-01	$1,079.08	$1,079.06
14843	1	645-360-06-02	$1,079.08	$1,079.06
14843	1	645-360-06-03	$1,079.08	$1,079.06
14843	1	645-360-06-04	$1,079.08	$1,079.06
14843	1	645-360-06-05	$1,079.08	$1,079.06
14843	1	645-360-06-06	$1,079.08	$1,079.06
14843	1	645-360-06-07	$1,079.08	$1,079.06
14843	1	645-360-06-08	$1,079.08	$1,079.06
14843	1	645-360-06-09	$1,079.08	$1,079.06
14843	1	645-360-06-10	$1,079.08	$1,079.06
14843	1	645-360-06-11	$1,079.08	$1,079.06
14843	1	645-360-06-12	$1,079.08	$1,079.06
14843	1	645-360-06-13	$1,079.08	$1,079.06
14843	1	645-360-06-14	$1,079.08	$1,079.06
14843	1	645-360-06-15	$1,079.08	$1,079.06
14843	1	645-360-07-01	$1,079.08	$1,079.06
14843	1	645-360-07-02	$1,079.08	$1,079.06
14843	1	645-360-07-03	$1,079.08	$1,079.06
14843	1	645-360-07-04	$1,079.08	$1,079.06
14843	1	645-360-07-05	$1,079.08	$1,079.06
14843	1	645-360-07-06	$1,079.08	$1,079.06

EXHIBIT A

San Ysidro School District

Community Facilities District No. 2

Fiscal Year 2019/2020 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14843	1	645-360-07-07	$1,079.08	$1,079.06
14843	1	645-360-07-08	$1,079.08	$1,079.06
14843	1	645-360-07-09	$1,079.08	$1,079.06
14843	1	645-360-07-10	$1,079.08	$1,079.06
14843	NA	645-360-08-00	$0.00	$0.00
14843	B	645-361-02-00	$0.00	$0.00
14843	C	645-361-03-00	$0.00	$0.00
14843	D	645-361-04-00	$0.00	$0.00
14843	1	645-361-05-01	$1,079.08	$1,079.06
14843	1	645-361-05-02	$1,079.08	$1,079.06
14843	1	645-361-05-03	$1,079.08	$1,079.06
14843	1	645-361-05-04	$1,079.08	$1,079.06
14843	1	645-361-05-05	$1,079.08	$1,079.06
14843	1	645-361-05-06	$1,079.08	$1,079.06
14843	1	645-361-05-07	$1,079.08	$1,079.06
14843	1	645-361-05-08	$1,079.08	$1,079.06
14843	1	645-361-05-09	$1,079.08	$1,079.06
14843	1	645-361-05-10	$1,079.08	$1,079.06
14843	1	645-361-05-11	$1,079.08	$1,079.06
14843	1	645-361-05-12	$1,079.08	$1,079.06
14843	1	645-361-05-13	$1,079.08	$1,079.06
14843	1	645-361-05-14	$1,079.08	$1,079.06
14843	1	645-361-05-15	$1,079.08	$1,079.06
14843	1	645-361-05-16	$1,079.08	$1,079.06
14843	1	645-361-05-17	$1,079.08	$1,079.06
14843	1	645-361-05-18	$1,079.08	$1,079.06
14843	1	645-361-05-19	$1,079.08	$1,079.06
14843	1	645-361-05-20	$1,079.08	$1,079.06
14843	1	645-361-05-21	$1,079.08	$1,079.06
14843	1	645-361-05-22	$1,079.08	$1,079.06
14843	1	645-361-05-23	$1,079.08	$1,079.06
14843	1	645-361-05-24	$1,079.08	$1,079.06
14843	1	645-361-05-25	$1,079.08	$1,079.06
14843	1	645-361-05-26	$1,079.08	$1,079.06
14843	1	645-361-05-27	$1,079.08	$1,079.06
14843	1	645-361-05-28	$1,079.08	$1,079.06
14843	1	645-361-05-29	$1,079.08	$1,079.06
14843	1	645-361-05-30	$1,079.08	$1,079.06
14843	1	645-361-06-01	$1,079.08	$1,079.06
14843	1	645-361-06-02	$1,079.08	$1,079.06
14843	1	645-361-06-03	$1,079.08	$1,079.06
14843	1	645-361-06-04	$1,079.08	$1,079.06

EXHIBIT A

San Ysidro School District

Community Facilities District No. 2

Fiscal Year 2019/2020 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14843	1	645-361-06-05	$1,079.08	$1,079.06
14843	1	645-361-06-06	$1,079.08	$1,079.06
14843	1	645-361-06-07	$1,079.08	$1,079.06
14843	1	645-361-06-08	$1,079.08	$1,079.06
14843	1	645-361-06-09	$1,079.08	$1,079.06
14843	1	645-361-06-10	$1,079.08	$1,079.06
14843	1	645-361-06-11	$1,079.08	$1,079.06
14843	1	645-361-06-12	$1,079.08	$1,079.06
14843	1	645-361-06-13	$1,079.08	$1,079.06
14843	1	645-361-06-14	$1,079.08	$1,079.06
14843	1	645-361-06-15	$1,079.08	$1,079.06
14843	1	645-361-06-16	$1,079.08	$1,079.06
14843	1	645-361-06-17	$1,079.08	$1,079.06
14843	1	645-361-06-18	$1,079.08	$1,079.06
14843	1	645-361-06-19	$1,079.08	$1,079.06
14843	1	645-361-06-20	$1,079.08	$1,079.06
14843	1	645-361-07-01	$1,079.08	$1,079.06
14843	1	645-361-07-02	$1,079.08	$1,079.06
14843	1	645-361-07-03	$1,079.08	$1,079.06
14843	1	645-361-07-04	$1,079.08	$1,079.06
14843	1	645-361-07-05	$1,079.08	$1,079.06
14843	1	645-361-07-06	$1,079.08	$1,079.06
14843	1	645-361-07-07	$1,079.08	$1,079.06
14843	1	645-361-07-08	$1,079.08	$1,079.06
14843	1	645-361-07-09	$1,079.08	$1,079.06
14843	1	645-361-07-10	$1,079.08	$1,079.06
14843	1	645-361-07-11	$1,079.08	$1,079.06
14843	1	645-361-07-12	$1,079.08	$1,079.06
14843	1	645-361-07-13	$1,079.08	$1,079.06
14843	1	645-361-07-14	$1,079.08	$1,079.06
14843	1	645-361-07-15	$1,079.08	$1,079.06
14843	1	645-361-07-16	$1,079.08	$1,079.06
14843	1	645-361-07-17	$1,079.08	$1,079.06
14843	1	645-361-07-18	$1,079.08	$1,079.06
14843	1	645-361-07-19	$1,079.08	$1,079.06
14843	1	645-361-07-20	$1,079.08	$1,079.06
14843	1	645-361-07-21	$1,079.08	$1,079.06
14843	1	645-361-07-22	$1,079.08	$1,079.06
14843	1	645-361-07-23	$1,079.08	$1,079.06
14843	1	645-361-07-24	$1,079.08	$1,079.06
14843	1	645-361-07-25	$1,079.08	$1,079.06
14843	1	645-361-08-01	$1,079.08	$1,079.06

EXHIBIT A

San Ysidro School District

Community Facilities District No. 2

Fiscal Year 2019/2020 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14843	1	645-361-08-02	$1,079.08	$1,079.06
14843	1	645-361-08-03	$1,079.08	$1,079.06
14843	1	645-361-08-04	$1,079.08	$1,079.06
14843	1	645-361-08-05	$1,079.08	$1,079.06
14843	1	645-361-08-06	$1,079.08	$1,079.06
14843	1	645-361-08-07	$1,079.08	$1,079.06
14843	1	645-361-08-08	$1,079.08	$1,079.06
14843	1	645-361-08-09	$1,079.08	$1,079.06
14843	1	645-361-08-10	$1,079.08	$1,079.06
14843	1	645-361-08-11	$1,079.08	$1,079.06
14843	1	645-361-08-12	$1,079.08	$1,079.06
14843	1	645-361-08-13	$1,079.08	$1,079.06
14843	1	645-361-08-14	$1,079.08	$1,079.06
14843	1	645-361-08-15	$1,079.08	$1,079.06
14843	1	645-361-08-16	$1,079.08	$1,079.06
14843	1	645-361-08-17	$1,079.08	$1,079.06
14843	1	645-361-08-18	$1,079.08	$1,079.06
14843	1	645-361-08-19	$1,079.08	$1,079.06
14843	1	645-361-08-20	$1,079.08	$1,079.06
14843	1	645-361-08-21	$1,079.08	$1,079.06
14843	1	645-361-08-22	$1,079.08	$1,079.06
14843	1	645-361-08-23	$1,079.08	$1,079.06
14843	1	645-361-08-24	$1,079.08	$1,079.06
14843	1	645-361-08-25	$1,079.08	$1,079.06
14843	1	645-361-08-26	$1,079.08	$1,079.06
14843	1	645-361-08-27	$1,079.08	$1,079.06
14843	1	645-361-08-28	$1,079.08	$1,079.06
14843	1	645-361-08-29	$1,079.08	$1,079.06
14843	1	645-361-08-30	$1,079.08	$1,079.06
14843	1	645-361-09-01	$1,079.08	$1,079.06
14843	1	645-361-09-02	$1,079.08	$1,079.06
14843	1	645-361-09-03	$1,079.08	$1,079.06
14843	1	645-361-09-04	$1,079.08	$1,079.06
14843	1	645-361-09-05	$1,079.08	$1,079.06
14843	1	645-361-09-06	$1,079.08	$1,079.06
14843	1	645-361-09-07	$1,079.08	$1,079.06
14843	1	645-361-09-08	$1,079.08	$1,079.06
14843	1	645-361-09-09	$1,079.08	$1,079.06
14843	1	645-361-09-10	$1,079.08	$1,079.06
14843	1	645-361-09-11	$1,079.08	$1,079.06
14843	1	645-361-09-12	$1,079.08	$1,079.06
14843	1	645-361-09-13	$1,079.08	$1,079.06

EXHIBIT A

San Ysidro School District

Community Facilities District No. 2

Fiscal Year 2019/2020 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14843	1	645-361-09-14	$1,079.08	$1,079.06
14843	1	645-361-09-15	$1,079.08	$1,079.06
14843	NA	645-361-10-00	$0.00	$0.00
14843	NA	645-361-11-00	$0.00	$0.00

Total Parcels	**928**
Total Taxable Parcels	**877**
Total Maximum Annual Special Tax	**$910,537.54**
Total Assigned Special Tax	**$910,522.22**

EXHIBIT A

San Ysidro School District

Community Facilities District No. 3

Fiscal Year 2019/2020 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
0	NA	645-040-55-00	$0.00	$0.00
0	NA	645-040-57-00	$38,679.81	$0.00
0	NA	645-040-65-00	$0.00	$0.00
0	NA	645-040-67-00	$0.00	$0.00
0	NA	645-040-72-00	$44,742.47	$0.00
0	1	645-040-73-00	$161,751.91	$0.00
16109	2	645-040-74-01	$1,177.52	$1,002.80
16109	2	645-040-74-02	$1,086.94	$912.22
16109	2	645-040-74-03	$1,086.94	$912.22
16109	2	645-040-74-04	$1,088.69	$1,002.80
16109	2	645-040-74-05	$1,086.94	$912.22
16109	2	645-040-74-06	$1,086.94	$912.22
16109	2	645-040-74-07	$1,086.94	$912.22
16109	2	645-040-74-08	$1,086.94	$912.22
16109	2	645-040-74-09	$1,088.69	$1,002.80
16109	2	645-040-74-10	$1,086.94	$912.22
16109	2	645-040-74-11	$1,086.94	$912.22
16109	2	645-040-74-12	$1,086.94	$912.22
16109	2	645-040-74-13	$1,086.94	$912.22
16109	2	645-040-74-14	$1,086.94	$912.22
16109	2	645-040-74-15	$1,086.94	$912.22
16109	2	645-040-74-16	$1,088.69	$1,002.80
16109	2	645-040-74-17	$1,086.94	$912.22
16109	2	645-040-74-18	$1,086.94	$912.22
16109	2	645-040-74-19	$1,086.94	$912.22
16109	2	645-040-74-20	$1,086.94	$912.22
16109	2	645-040-74-21	$1,088.69	$1,002.80
16109	2	645-040-74-22	$1,086.94	$912.22
16109	2	645-040-74-23	$1,086.94	$912.22
16109	2	645-040-74-24	$1,086.94	$912.22
16109	2	645-040-74-25	$748.09	$735.12
16109	2	645-040-74-26	$748.09	$735.12
16109	2	645-040-74-27	$1,086.94	$912.22
16109	2	645-040-74-28	$1,086.94	$912.22
16109	2	645-040-74-29	$1,086.94	$912.22
16109	2	645-040-74-30	$1,086.94	$912.22
16109	2	645-040-74-31	$1,088.69	$1,002.80
16109	2	645-040-74-32	$1,088.69	$1,002.80
16109	2	645-040-74-33	$1,086.94	$912.22
16109	2	645-040-74-34	$1,086.94	$912.22
16109	2	645-040-74-35	$1,086.94	$912.22
16109	2	645-040-74-36	$748.09	$735.12

EXHIBIT A

San Ysidro School District

Community Facilities District No. 3

Fiscal Year 2019/2020 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
16109	2	645-040-74-37	$748.09	$735.12
16109	2	645-040-74-38	$1,086.94	$912.22
16109	2	645-040-74-39	$1,086.94	$912.22
16109	2	645-040-74-40	$1,086.94	$912.22
16109	2	645-040-74-41	$1,088.69	$1,002.80
16109	2	645-040-74-42	$1,086.94	$912.22
16109	2	645-040-74-43	$1,086.94	$912.22
16109	2	645-040-74-44	$1,086.94	$912.22
16109	2	645-040-74-45	$1,086.94	$912.22
16109	2	645-040-74-46	$1,088.69	$1,002.80
16109	2	645-040-74-47	$1,086.94	$912.22
16109	2	645-040-74-48	$1,086.94	$912.22
16109	2	645-040-74-49	$1,086.94	$912.22
16109	2	645-040-74-50	$748.09	$735.12
16109	2	645-040-74-51	$748.09	$735.12
16109	2	645-040-74-52	$1,086.94	$912.22
16109	2	645-040-74-53	$1,086.94	$912.22
16109	2	645-040-74-54	$1,086.94	$912.22
16109	2	645-040-74-55	$1,086.94	$912.22
16109	2	645-040-74-56	$1,088.69	$1,002.80
16109	2	645-040-74-57	$748.09	$735.12
16109	2	645-040-74-58	$748.09	$735.12
16109	2	645-040-74-59	$1,086.94	$912.22
16109	2	645-040-74-60	$1,086.94	$912.22
16109	2	645-040-74-61	$1,086.94	$912.22
16109	2	645-040-74-62	$1,088.69	$1,002.80
16109	2	645-040-74-63	$1,088.69	$1,002.80
16109	2	645-040-74-64	$1,086.94	$912.22
16109	2	645-040-74-65	$1,086.94	$912.22
16109	2	645-040-74-66	$1,086.94	$912.22
16109	2	645-040-74-67	$748.09	$735.12
16109	2	645-040-74-68	$748.09	$735.12
0	3	645-040-75-00	$0.00	$0.00
0	0	645-040-76-00	$25,584.45	$0.00
16109	2	645-040-77-01	$748.09	$735.12
16109	2	645-040-77-02	$748.09	$735.12
16109	2	645-040-77-03	$1,086.94	$912.22
16109	2	645-040-77-04	$1,086.94	$912.22
16109	2	645-040-77-05	$1,086.94	$912.22
16109	2	645-040-77-06	$1,088.69	$1,002.80
16109	2	645-040-77-07	$1,088.69	$1,002.80
16109	2	645-040-77-08	$1,086.94	$912.22

EXHIBIT A

San Ysidro School District

Community Facilities District No. 3

Fiscal Year 2019/2020 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
16109	2	645-040-77-09	$1,086.94	$912.22
16109	2	645-040-77-10	$748.09	$735.12
16109	2	645-040-77-11	$748.09	$735.12
16109	2	645-040-77-12	$748.09	$735.12
16109	2	645-040-77-13	$748.09	$735.12
16109	2	645-040-77-14	$1,086.94	$912.22
16109	2	645-040-77-15	$1,086.94	$912.22
16109	2	645-040-77-16	$1,086.94	$912.22
16109	2	645-040-77-17	$1,088.69	$1,002.80
16109	2	645-040-77-18	$748.09	$735.12
16109	2	645-040-77-19	$748.09	$735.12
16109	2	645-040-77-20	$1,086.94	$912.22
16109	2	645-040-77-21	$1,086.94	$912.22
16109	2	645-040-77-22	$1,086.94	$912.22
16109	2	645-040-77-23	$1,086.94	$912.22
16109	2	645-040-77-24	$1,088.69	$1,002.80
16109	2	645-040-77-25	$1,088.69	$1,002.80
16109	2	645-040-77-26	$1,086.94	$912.22
16109	2	645-040-77-27	$1,086.94	$912.22
16109	2	645-040-77-28	$1,086.94	$912.22
16109	2	645-040-77-29	$1,086.94	$912.22
16109	2	645-040-77-30	$748.09	$735.12
16109	2	645-040-77-31	$748.09	$735.12
16109	2	645-040-77-32	$1,086.94	$912.22
16109	2	645-040-77-33	$1,086.94	$912.22
16109	2	645-040-77-34	$1,086.94	$912.22
16109	2	645-040-77-35	$1,088.69	$1,002.80
16109	2	645-040-77-36	$1,086.94	$912.22
16109	2	645-040-77-37	$1,086.94	$912.22
16109	2	645-040-77-38	$1,086.94	$912.22
16109	2	645-040-77-39	$1,086.94	$912.22
16109	2	645-040-77-40	$1,088.69	$1,002.80
16109	2	645-040-77-41	$1,086.94	$912.22
16109	2	645-040-77-42	$1,086.94	$912.22
16109	2	645-040-77-43	$1,086.94	$912.22
16109	2	645-040-77-44	$1,105.59	$927.86
16109	2	645-040-77-45	$1,105.59	$927.86
16109	2	645-040-77-46	$1,105.59	$927.86
16109	2	645-040-77-47	$1,107.38	$1,020.02
16109	2	645-040-77-48	$1,105.59	$927.86
16109	2	645-040-77-49	$1,105.59	$927.86
16109	2	645-040-77-50	$1,105.59	$927.86

EXHIBIT A

San Ysidro School District

Community Facilities District No. 3

Fiscal Year 2019/2020 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
16109	2	645-040-77-51	$1,105.59	$927.86
16109	2	645-040-77-52	$1,107.38	$1,020.02
16109	2	645-040-77-53	$1,105.59	$927.86
16109	2	645-040-77-54	$1,105.59	$927.86
16109	2	645-040-77-55	$1,105.59	$927.86
16109	2	645-040-77-56	$1,105.59	$927.86
16109	2	645-040-77-57	$1,105.59	$927.86
16109	2	645-040-77-58	$1,105.59	$927.86
16109	2	645-040-77-59	$1,107.38	$1,020.02
16109	2	645-040-77-60	$1,105.59	$927.86
16109	2	645-040-77-61	$1,105.59	$927.86
16109	2	645-040-77-62	$1,105.59	$927.86
16109	2	645-040-77-63	$1,105.59	$927.86
16109	2	645-040-77-64	$1,107.38	$1,020.02
16109	2	645-040-77-65	$1,105.59	$927.86
16109	2	645-040-77-66	$1,105.59	$927.86
16109	2	645-040-77-67	$1,105.59	$927.86
16109	2	645-040-77-68	$1,105.59	$927.86
16109	2	645-040-77-69	$1,105.59	$927.86
16109	2	645-040-77-70	$1,105.59	$927.86
16109	2	645-040-77-71	$1,107.38	$1,020.02
16109	2	645-040-77-72	$1,105.59	$927.86
16109	2	645-040-77-73	$1,105.59	$927.86
16109	2	645-040-77-74	$1,105.59	$927.86
16109	2	645-040-77-75	$1,105.59	$927.86
16109	2	645-040-77-76	$1,107.38	$1,020.02
16109	2	645-040-77-77	$1,105.59	$927.86
16109	2	645-040-77-78	$1,105.59	$927.86
16109	2	645-040-77-79	$1,105.59	$927.86
16109	2	645-040-77-80	$1,105.59	$927.86
16109	2	645-040-77-81	$1,105.59	$927.86
16109	2	645-040-77-82	$1,105.59	$927.86
16109	2	645-040-77-83	$1,107.38	$1,020.02
16109	2	645-040-77-84	$1,105.59	$927.86
16109	2	645-040-77-85	$1,105.59	$927.86
16109	2	645-040-77-86	$1,105.59	$927.86
16109	2	645-040-77-87	$1,105.59	$927.86
16109	2	645-040-77-88	$1,107.38	$1,020.02
16109	2	645-040-77-89	$1,105.59	$927.86
16109	2	645-040-77-90	$1,105.59	$927.86
16109	2	645-040-77-91	$1,105.59	$927.86
16109	2	645-040-78-01	$760.93	$747.72

EXHIBIT A

San Ysidro School District

Community Facilities District No. 3

Fiscal Year 2019/2020 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
16109	2	645-040-78-02	$760.93	$747.72
16109	2	645-040-78-03	$1,105.59	$927.86
16109	2	645-040-78-04	$1,105.59	$927.86
16109	2	645-040-78-05	$1,105.59	$927.86
16109	2	645-040-78-06	$1,107.38	$1,020.02
16109	2	645-040-78-07	$1,107.38	$1,020.02
16109	2	645-040-78-08	$1,105.59	$927.86
16109	2	645-040-78-09	$1,105.59	$927.86
16109	2	645-040-78-10	$1,105.59	$927.86
16109	2	645-040-78-11	$760.93	$747.72
16109	2	645-040-78-12	$760.93	$747.72
16109	2	645-040-78-13	$760.93	$747.72
16109	2	645-040-78-14	$760.93	$747.72
16109	2	645-040-78-15	$1,105.59	$927.86
16109	2	645-040-78-16	$1,105.59	$927.86
16109	2	645-040-78-17	$1,105.59	$927.86
16109	2	645-040-78-18	$1,105.59	$927.86
16109	2	645-040-78-19	$1,107.38	$1,020.02
16109	2	645-040-78-20	$1,107.38	$1,020.02
16109	2	645-040-78-21	$1,105.59	$927.86
16109	2	645-040-78-22	$1,105.59	$927.86
16109	2	645-040-78-23	$1,105.59	$927.86
16109	2	645-040-78-24	$1,105.59	$927.86
16109	2	645-040-78-25	$760.93	$747.72
16109	2	645-040-78-26	$760.93	$747.72
16109	2	645-040-78-27	$760.93	$747.72
16109	2	645-040-78-28	$760.93	$747.72
16109	2	645-040-78-29	$1,105.59	$927.86
16109	2	645-040-78-30	$1,105.59	$927.86
16109	2	645-040-78-31	$1,105.59	$927.86
16109	2	645-040-78-32	$1,105.59	$927.86
16109	2	645-040-78-33	$1,107.38	$1,020.02
16109	2	645-040-78-34	$760.93	$747.72
16109	2	645-040-78-35	$760.93	$747.72
16109	2	645-040-78-36	$1,105.59	$927.86
16109	2	645-040-78-37	$1,105.59	$927.86
16109	2	645-040-78-38	$1,107.38	$1,020.02
16109	2	645-040-78-39	$1,107.38	$1,020.02
16109	2	645-040-78-40	$1,105.59	$927.86
16109	2	645-040-78-41	$1,105.59	$927.86
16109	2	645-040-78-42	$760.93	$747.72
16109	2	645-040-78-43	$760.93	$747.72

EXHIBIT A

San Ysidro School District

Community Facilities District No. 3

Fiscal Year 2019/2020 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
16109	2	645-040-78-44	$760.93	$747.72
16109	2	645-040-78-45	$760.93	$747.72
16109	2	645-040-78-46	$1,105.59	$927.86
16109	2	645-040-78-47	$1,105.59	$927.86
16109	2	645-040-78-48	$1,107.38	$1,020.02
16109	2	645-040-78-49	$760.93	$747.72
16109	2	645-040-78-50	$760.93	$747.72
16109	2	645-040-78-51	$1,105.59	$927.86
16109	2	645-040-78-52	$1,105.59	$927.86
16109	2	645-040-78-53	$1,107.38	$1,020.02
16109	2	645-040-78-54	$1,107.38	$1,020.02
16109	2	645-040-78-55	$1,105.59	$927.86
16109	2	645-040-78-56	$1,105.59	$927.86
16109	2	645-040-78-57	$760.93	$747.72
16109	2	645-040-78-58	$760.93	$747.72
16109	2	645-040-79-01	$930.47	$930.46
16109	2	645-040-79-02	$983.15	$983.14
16109	2	645-040-79-03	$983.15	$983.14
16109	2	645-040-79-04	$930.47	$930.46
16109	2	645-040-79-05	$930.47	$930.46
16109	2	645-040-79-06	$983.15	$983.14
16109	2	645-040-79-07	$983.15	$983.14
16109	2	645-040-79-09	$1,107.38	$1,020.02
16109	2	645-040-79-08	$930.47	$930.46
16109	2	645-040-79-10	$804.30	$804.30
16109	2	645-040-79-11	$760.93	$747.72
16109	2	645-040-79-12	$804.30	$804.30
16109	2	645-040-79-13	$1,107.38	$1,020.02
16109	2	645-040-79-14	$1,107.38	$1,020.02
16109	2	645-040-79-15	$804.30	$804.30
16109	2	645-040-79-16	$760.93	$747.72
16109	2	645-040-79-17	$804.30	$804.30
16109	2	645-040-79-18	$1,107.38	$1,020.02
16109	2	645-040-79-19	$1,107.38	$1,020.02
16109	2	645-040-79-20	$804.30	$804.30
16109	2	645-040-79-21	$760.93	$747.72
16109	2	645-040-79-22	$804.30	$804.30
16109	2	645-040-79-23	$1,107.38	$1,020.02
16109	2	645-040-79-24	$1,107.38	$1,020.02
16109	2	645-040-79-25	$804.30	$804.30
16109	2	645-040-79-26	$760.93	$747.72
16109	2	645-040-79-27	$804.30	$804.30

EXHIBIT A

San Ysidro School District

Community Facilities District No. 3

Fiscal Year 2019/2020 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
16109	2	645-040-79-28	$1,107.38	$1,020.02
16109	2	645-040-79-29	$1,070.82	$1,070.80
16109	2	645-040-79-30	$930.47	$930.46
16109	2	645-040-79-31	$983.15	$983.14
16109	2	645-040-79-32	$983.15	$983.14
16109	2	645-040-79-33	$1,070.82	$1,070.80
16109	2	645-040-79-34	$1,070.82	$1,070.80
16109	2	645-040-79-35	$930.47	$930.46
16109	2	645-040-79-36	$963.87	$963.86
16109	2	645-040-79-37	$963.87	$963.86
16109	2	645-040-79-38	$1,049.82	$1,049.82
16109	2	645-040-79-39	$1,049.82	$1,049.82
16109	2	645-040-79-40	$912.22	$912.22
16109	2	645-040-79-41	$769.58	$769.58
16109	2	645-040-79-42	$827.80	$827.78
16109	2	645-040-79-43	$1,049.82	$1,049.82
16109	2	645-040-79-44	$1,049.82	$1,049.82
16109	2	645-040-79-45	$912.22	$912.22
16109	2	645-040-79-46	$769.58	$769.58
16109	2	645-040-79-47	$827.80	$827.78
16109	2	645-040-79-48	$1,049.82	$1,049.82
16109	2	645-040-79-49	$912.22	$912.22
16109	2	645-040-79-50	$769.58	$769.58
16109	2	645-040-79-51	$912.22	$912.22
16109	2	645-040-79-52	$769.58	$769.58
16109	2	645-040-79-53	$912.22	$912.22
16109	2	645-040-79-54	$1,049.82	$1,049.82
16109	2	645-040-79-55	$912.22	$912.22
16109	2	645-040-79-56	$769.58	$769.58
16109	2	645-040-79-57	$827.80	$827.78
16109	2	645-040-79-58	$1,049.82	$1,049.82
16109	2	645-040-79-59	$1,049.82	$1,049.82
16109	2	645-040-79-60	$912.22	$912.22
16109	2	645-040-79-61	$769.58	$769.58
16109	2	645-040-79-62	$827.80	$827.78
16109	2	645-040-79-63	$1,049.82	$1,049.82
16109	2	645-040-80-01	$912.22	$912.22
16109	2	645-040-80-02	$769.58	$769.58
16109	2	645-040-80-03	$912.22	$912.22
16109	2	645-040-80-04	$769.58	$769.58
16109	2	645-040-80-05	$912.22	$912.22
16109	2	645-040-80-06	$1,107.38	$1,020.02

EXHIBIT A

San Ysidro School District

Community Facilities District No. 3

Fiscal Year 2019/2020 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
16109	2	645-040-80-07	$804.30	$804.30
16109	2	645-040-80-08	$760.93	$747.72
16109	2	645-040-80-09	$804.30	$804.30
16109	2	645-040-80-10	$1,107.38	$1,020.02
16109	2	645-040-80-11	$1,107.38	$1,020.02
16109	2	645-040-80-12	$804.30	$804.30
16109	2	645-040-80-13	$760.93	$747.72
16109	2	645-040-80-14	$804.30	$804.30
16109	2	645-040-80-15	$1,107.38	$1,020.02
16109	2	645-040-80-16	$1,049.82	$1,049.82
16109	2	645-040-80-17	$912.22	$912.22
16109	2	645-040-80-18	$769.58	$769.58
16109	2	645-040-80-19	$827.80	$827.78
16109	2	645-040-80-20	$1,049.82	$1,049.82
16109	2	645-040-80-21	$1,049.82	$1,049.82
16109	2	645-040-80-22	$912.22	$912.22
16109	2	645-040-80-23	$769.58	$769.58
16109	2	645-040-80-24	$827.80	$827.78
16109	2	645-040-80-25	$1,049.82	$1,049.82
16109	2	645-040-80-26	$1,049.82	$1,049.82
16109	2	645-040-80-27	$912.22	$912.22
16109	2	645-040-80-28	$769.58	$769.58
16109	2	645-040-80-29	$827.80	$827.78
16109	2	645-040-80-30	$1,049.82	$1,049.82
16109	2	645-040-80-31	$1,049.82	$1,049.82
16109	2	645-040-80-32	$912.22	$912.22
16109	2	645-040-80-33	$769.58	$769.58
16109	2	645-040-80-34	$827.80	$827.78
16109	2	645-040-80-35	$1,049.82	$1,049.82
16109	2	645-040-80-36	$1,049.82	$1,049.82
16109	2	645-040-80-37	$827.80	$827.78
16109	2	645-040-80-38	$769.58	$769.58
16109	2	645-040-80-39	$1,049.82	$1,049.82
16109	2	645-040-80-40	$1,049.82	$1,049.82
16109	2	645-040-80-41	$827.80	$827.78
16109	2	645-040-80-42	$769.58	$769.58
16109	2	645-040-80-43	$1,049.82	$1,049.82
16109	2	645-040-80-44	$912.22	$912.22
16109	2	645-040-80-45	$769.58	$769.58
16109	2	645-040-80-46	$912.22	$912.22
16109	2	645-040-80-47	$769.58	$769.58
16109	2	645-040-80-48	$912.22	$912.22

EXHIBIT A

San Ysidro School District

Community Facilities District No. 3

Fiscal Year 2019/2020 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
16109	2	645-040-83-01	$760.93	$747.72
16109	2	645-040-83-02	$760.93	$747.72
16109	2	645-040-83-03	$760.93	$747.72
16109	2	645-040-83-04	$760.93	$747.72
16109	2	645-040-83-05	$760.93	$747.72
16109	2	645-040-83-06	$760.93	$747.72
16109	2	645-040-83-07	$760.93	$747.72
16109	2	645-040-83-08	$1,105.59	$927.86
16109	2	645-040-83-09	$1,105.59	$927.86
16109	2	645-040-83-10	$1,105.59	$927.86
16109	2	645-040-83-11	$1,105.59	$927.86
16109	2	645-040-83-34	$760.93	$747.72
16109	2	645-040-83-35	$760.93	$747.72
16109	2	645-040-83-36	$760.93	$747.72
16109	2	645-040-83-37	$760.93	$747.72
16109	2	645-040-83-38	$760.93	$747.72
16109	2	645-040-83-39	$760.93	$747.72
16109	2	645-040-83-40	$760.93	$747.72
16109	2	645-040-83-41	$1,105.59	$927.86
16109	2	645-040-83-42	$1,105.59	$927.86
16109	2	645-040-83-43	$1,105.59	$927.86
16109	2	645-040-83-44	$1,105.59	$927.86
16109	2	645-040-82-00	$0.00	$0.00
16109	2	645-040-84-00	$0.00	$0.00
16109	2	645-040-85-00	$52,623.94	$0.00
16109	2	645-040-81-00	$0.00	$0.00
14730	E	645-060-42-00	$0.00	$0.00
14730	180	645-060-43-01	$1,085.93	$911.20
14730	180	645-060-43-02	$1,085.93	$911.20
14730	180	645-060-43-03	$789.85	$789.84
14730	180	645-060-43-04	$1,085.93	$911.20
14730	180	645-060-43-05	$789.85	$789.84
14730	180	645-060-43-06	$1,085.93	$911.20
14730	180	645-060-43-07	$1,085.93	$911.20
14730	180	645-060-43-08	$1,085.93	$911.20
14730	180	645-060-43-09	$789.85	$789.84
14730	180	645-060-43-10	$1,085.93	$911.20
14730	180	645-060-43-11	$789.85	$789.84
14730	180	645-060-43-12	$1,085.93	$911.20
14730	180	645-060-43-13	$1,085.93	$911.20
14730	180	645-060-43-14	$789.85	$789.84
14730	180	645-060-43-15	$789.85	$789.84

EXHIBIT A

San Ysidro School District

Community Facilities District No. 3

Fiscal Year 2019/2020 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14730	180	645-060-43-16	$1,085.93	$911.20
14730	180	645-060-44-01	$1,085.93	$911.20
14730	180	645-060-44-02	$789.85	$789.84
14730	180	645-060-44-03	$1,085.93	$911.20
14730	180	645-060-44-04	$789.85	$789.84
14730	180	645-060-44-05	$1,085.93	$911.20
14730	180	645-060-44-06	$1,085.93	$911.20
14730	180	645-060-44-07	$789.85	$789.84
14730	180	645-060-44-08	$1,085.93	$911.20
14730	180	645-060-44-09	$789.85	$789.84
14730	180	645-060-44-10	$1,085.93	$911.20
14730	180	645-060-44-11	$1,085.93	$911.20
14730	180	645-060-44-12	$789.85	$789.84
14730	180	645-060-44-13	$789.85	$789.84
14730	180	645-060-44-14	$1,085.93	$911.20
14730	180	645-060-45-01	$1,085.93	$911.20
14730	180	645-060-45-02	$789.85	$789.84
14730	180	645-060-45-03	$1,085.93	$911.20
14730	180	645-060-45-04	$1,085.93	$911.20
14730	180	645-060-45-05	$789.85	$789.84
14730	180	645-060-45-06	$1,085.93	$911.20
14730	180	645-060-45-07	$1,085.93	$911.20
14730	180	645-060-45-08	$789.85	$789.84
14730	180	645-060-45-09	$789.85	$789.84
14730	180	645-060-45-10	$1,085.93	$911.20
14730	180	645-060-46-00	$0.00	$0.00
0	NA	645-080-16-00	$168,905.86	$0.00
16109	2	645-083-12-00	$760.93	$747.72
16109	2	645-083-13-00	$760.93	$747.72
16109	2	645-083-14-00	$760.93	$747.72
16109	2	645-083-15-00	$760.93	$747.72
16109	2	645-083-16-00	$760.93	$747.72
16109	2	645-083-17-00	$760.93	$747.72
16109	2	645-083-18-00	$760.93	$747.72
16109	2	645-083-19-00	$1,105.59	$927.86
16109	2	645-083-20-00	$1,105.59	$927.86
16109	2	645-083-21-00	$1,105.59	$927.86
16109	2	645-083-22-00	$1,105.59	$927.86
16109	2	645-083-23-00	$760.93	$747.72
16109	2	645-083-24-00	$760.93	$747.72
16109	2	645-083-25-00	$760.93	$747.72
16109	2	645-083-26-00	$760.93	$747.72

EXHIBIT A

San Ysidro School District

Community Facilities District No. 3

Fiscal Year 2019/2020 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
16109	2	645-083-27-00	$760.93	$747.72
16109	2	645-083-28-00	$760.93	$747.72
16109	2	645-083-29-00	$760.93	$747.72
16109	2	645-083-30-00	$1,105.59	$927.86
16109	2	645-083-31-00	$1,105.59	$927.86
16109	2	645-083-32-00	$1,105.59	$927.86
16109	2	645-083-33-00	$1,105.59	$927.86
14551	1	645-090-38-00	$12,053.79	$0.00
14551	A	645-090-39-00	$0.00	$0.00
13530	1	645-110-01-00	$851.92	$825.74
13530	2	645-110-02-00	$851.92	$825.74
13530	3	645-110-03-00	$822.30	$757.44
13530	4	645-110-04-00	$823.06	$797.82
13530	5	645-110-05-00	$823.06	$797.82
13530	8	645-110-08-00	$822.30	$757.44
13530	9	645-110-09-00	$820.96	$689.00
13530	10	645-110-10-00	$820.96	$689.00
13530	13	645-110-13-00	$851.92	$825.74
13530	14	645-110-14-00	$851.92	$825.74
13530	15	645-110-15-00	$851.92	$825.74
13530	16	645-110-16-00	$851.92	$825.74
13530	17	645-110-17-00	$851.92	$825.74
13530	18	645-110-18-00	$851.28	$783.94
13530	19	645-110-19-00	$851.92	$825.74
13530	20	645-110-20-00	$851.28	$783.94
13530	21	645-110-21-00	$851.92	$825.74
13530	22	645-110-22-00	$851.92	$825.74
13530	23	645-110-23-00	$851.92	$825.74
13530	24	645-110-24-00	$851.92	$825.74
13530	25	645-110-25-00	$851.28	$783.94
13530	26	645-110-26-00	$820.15	$650.08
13530	27	645-110-27-00	$820.96	$689.00
13530	F	645-110-28-00	$0.00	$0.00
13530	PAR 1	645-110-29-00	$851.92	$825.74
13530	PAR 2	645-110-30-00	$851.92	$825.74
13530	PAR 3	645-110-31-00	$851.92	$825.74
13530	PAR 4	645-110-32-00	$851.28	$783.94
13530	28	645-111-01-00	$822.30	$757.44
13530	29	645-111-02-00	$820.15	$650.08
13530	30	645-111-03-00	$822.30	$757.44
13530	31	645-111-04-00	$820.96	$689.00
13530	32	645-111-05-00	$820.15	$650.08

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San Ysidro School District

Community Facilities District No. 3

Fiscal Year 2019/2020 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13530	33	645-111-06-00	$822.30	$757.44
13530	34	645-111-07-00	$820.96	$689.00
13530	35	645-111-08-00	$822.30	$757.44
13530	36	645-111-09-00	$820.15	$650.08
13530	37	645-111-10-00	$822.30	$757.44
13530	38	645-111-11-00	$820.96	$689.00
13530	39	645-111-12-00	$822.30	$757.44
13530	40	645-111-13-00	$820.15	$650.08
13530	41	645-111-14-00	$822.30	$757.44
13530	42	645-111-15-00	$820.96	$689.00
13530	43	645-111-16-00	$822.30	$757.44
13530	44	645-111-17-00	$820.96	$689.00
13530	45	645-111-18-00	$822.30	$757.44
13530	46	645-111-19-00	$820.96	$689.00
13530	47	645-111-20-00	$822.30	$757.44
13530	77	645-111-21-00	$820.96	$689.00
13530	78	645-111-22-00	$822.30	$757.44
13530	79	645-111-23-00	$820.15	$650.08
13530	80	645-111-24-00	$820.96	$689.00
13530	81	645-111-25-00	$822.30	$757.44
13530	82	645-111-26-00	$820.15	$650.08
13530	83	645-111-27-00	$820.96	$689.00
13530	84	645-111-28-00	$820.15	$650.08
13530	85	645-111-29-00	$820.15	$650.08
13530	86	645-111-30-00	$822.30	$757.44
13530	87	645-111-31-00	$820.96	$689.00
13530	88	645-111-32-00	$822.30	$757.44
13530	89	645-111-33-00	$820.96	$689.00
13530	90	645-111-34-00	$822.30	$757.44
13530	91	645-111-35-00	$820.15	$650.08
13530	92	645-111-36-00	$820.96	$689.00
13530	93	645-111-37-00	$822.30	$757.44
13530	94	645-111-38-00	$820.96	$689.00
13530	95	645-111-39-00	$822.30	$757.44
13530	96	645-111-40-00	$820.96	$689.00
13530	97	645-111-41-00	$820.15	$650.08
13530	98	645-111-42-00	$820.96	$689.00
13530	99	645-111-43-00	$822.30	$757.44
13530	100	645-111-44-00	$820.96	$689.00
13530	101	645-111-45-00	$822.30	$757.44
13530	102	645-111-46-00	$820.15	$650.08
13530	103	645-111-47-00	$820.96	$689.00

EXHIBIT A

San Ysidro School District

Community Facilities District No. 3

Fiscal Year 2019/2020 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13530	104	645-111-48-00	$822.30	$757.44
13530	105	645-111-49-00	$820.96	$689.00
13530	106	645-111-50-00	$822.30	$757.44
13530	107	645-111-51-00	$820.15	$650.08
13530	108	645-111-52-00	$820.96	$689.00
13530	109	645-111-53-00	$822.30	$757.44
13530	110	645-111-54-00	$823.06	$797.82
13530	111	645-111-55-00	$822.30	$757.44
13530	112	645-111-56-00	$823.06	$797.82
13530	113	645-111-57-00	$823.06	$797.82
13530	114	645-111-58-00	$823.06	$797.82
13530	115	645-111-59-00	$823.06	$797.82
13530	116	645-111-60-00	$823.06	$797.82
13530	117	645-111-61-00	$823.06	$797.82
13530	118	645-111-62-00	$823.06	$797.82
13530	119	645-111-63-00	$822.30	$757.44
13530	120	645-111-64-00	$823.06	$797.82
13530	121	645-111-65-00	$823.06	$797.82
13530	122	645-111-66-00	$823.06	$797.82
13530	123	645-111-67-00	$823.06	$797.82
13530	124	645-111-68-00	$823.06	$797.82
13530	48	645-112-01-00	$822.30	$757.44
13530	49	645-112-02-00	$820.15	$650.08
13530	50	645-112-03-00	$822.30	$757.44
13530	51	645-112-04-00	$820.96	$689.00
13530	52	645-112-05-00	$822.30	$757.44
13530	53	645-112-06-00	$820.15	$650.08
13530	54	645-112-07-00	$822.30	$757.44
13530	55	645-112-08-00	$820.96	$689.00
13530	56	645-112-09-00	$822.30	$757.44
13530	57	645-112-10-00	$820.15	$650.08
13530	58	645-112-11-00	$822.30	$757.44
13530	59	645-112-12-00	$820.96	$689.00
13530	60	645-112-13-00	$822.30	$757.44
13530	61	645-112-14-00	$820.15	$650.08
13530	62	645-112-15-00	$822.30	$757.44
13530	63	645-112-16-00	$820.96	$689.00
13530	64	645-112-17-00	$820.15	$650.08
13530	65	645-112-18-00	$822.30	$757.44
13530	66	645-112-19-00	$820.96	$689.00
13530	67	645-112-20-00	$822.30	$757.44
13530	68	645-112-21-00	$820.96	$689.00

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San Ysidro School District

Community Facilities District No. 3

Fiscal Year 2019/2020 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13530	69	645-112-22-00	$822.30	$757.44
13530	70	645-112-23-00	$820.96	$689.00
13530	73	645-112-26-00	$820.96	$689.00
13530	74	645-112-27-00	$822.30	$757.44
13530	75	645-112-28-00	$820.15	$650.08
13530	76	645-112-29-00	$822.30	$757.44
13530	B	645-112-30-00	$0.00	$0.00
13530	D	645-112-31-00	$0.00	$0.00
13530	PAR 1	645-112-32-00	$820.15	$650.08
13530	PAR 2	645-112-33-00	$820.96	$689.00
13530	127	645-113-04-00	$0.00	$0.00
13530	A	645-113-05-00	$0.00	$0.00
13530	A	645-113-06-00	$0.00	$0.00
13530	C	645-113-07-00	$0.00	$0.00
13530	PAR 3	645-113-13-00	$0.00	$0.00
13530	PAR 1	645-113-15-00	$0.00	$0.00
13530	PAR A	645-113-17-00	$0.00	$0.00
13614	1	645-120-01-00	$1,199.25	$1,199.24
13614	2	645-120-02-00	$969.60	$969.58
13614	3	645-120-03-00	$1,199.25	$1,199.24
13614	4	645-120-04-00	$1,199.25	$1,199.24
13614	5	645-120-05-00	$1,199.25	$1,199.24
13614	6	645-120-06-00	$1,199.25	$1,199.24
13614	7	645-120-07-00	$1,199.25	$1,199.24
13614	8	645-120-08-00	$890.15	$890.14
13614	9	645-120-09-00	$1,101.01	$1,101.00
13614	10	645-120-10-00	$1,101.01	$1,101.00
13614	11	645-120-11-00	$1,101.01	$1,101.00
13614	12	645-120-12-00	$969.60	$969.58
13614	13	645-120-13-00	$1,101.01	$1,101.00
13614	14	645-120-14-00	$1,101.01	$1,101.00
13614	15	645-120-15-00	$1,101.01	$1,101.00
13614	16	645-120-16-00	$860.06	$860.04
13614	17	645-120-17-00	$860.06	$860.04
13614	18	645-120-18-00	$1,063.79	$1,063.78
13614	19	645-120-19-00	$1,098.11	$1,098.10
13614	20	645-120-20-00	$1,101.01	$1,101.00
13614	21	645-120-21-00	$1,101.01	$1,101.00
13614	22	645-120-22-00	$1,101.01	$1,101.00
13614	A	645-120-23-00	$0.00	$0.00
13614	B	645-120-24-00	$0.00	$0.00
13614	C	645-120-25-00	$0.00	$0.00

EXHIBIT A

San Ysidro School District

Community Facilities District No. 3

Fiscal Year 2019/2020 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13610	1	645-130-01-00	$822.30	$757.44
13610	2	645-130-02-00	$823.06	$797.82
13610	3	645-130-03-00	$823.06	$797.82
13610	4	645-130-04-00	$822.30	$757.44
13610	5	645-130-05-00	$823.06	$797.82
13610	6	645-130-06-00	$823.06	$797.82
13610	7	645-130-07-00	$823.06	$797.82
13610	8	645-130-08-00	$822.30	$757.44
13610	9	645-130-09-00	$822.30	$757.44
13610	10	645-130-10-00	$823.06	$797.82
13610	11	645-130-11-00	$822.30	$757.44
13610	12	645-130-12-00	$823.06	$797.82
13610	13	645-130-13-00	$823.06	$797.82
13610	14	645-130-14-00	$823.06	$797.82
13610	15	645-130-15-00	$823.06	$797.82
13610	16	645-130-16-00	$823.06	$797.82
13610	17	645-130-17-00	$823.06	$797.82
13610	18	645-130-18-00	$822.30	$757.44
13610	19	645-130-19-00	$823.06	$797.82
13610	20	645-130-20-00	$823.06	$797.82
13610	21	645-130-21-00	$823.06	$797.82
13610	22	645-130-22-00	$822.30	$757.44
13610	23	645-130-23-00	$823.06	$797.82
13610	24	645-130-24-00	$823.06	$797.82
13610	25	645-130-25-00	$822.30	$757.44
13610	26	645-130-26-00	$823.06	$797.82
13610	27	645-130-27-00	$823.06	$797.82
13610	28	645-130-28-00	$823.06	$797.82
13610	29	645-130-29-00	$822.30	$757.44
13610	30	645-130-30-00	$823.06	$797.82
13610	31	645-130-31-00	$823.06	$797.82
13610	32	645-130-32-00	$823.06	$797.82
13610	33	645-130-33-00	$822.30	$757.44
13610	34	645-130-34-00	$823.06	$797.82
13610	35	645-130-35-00	$823.06	$797.82
13610	36	645-130-36-00	$823.06	$797.82
13610	37	645-130-37-00	$823.06	$797.82
13610	38	645-130-38-00	$823.06	$797.82
13610	39	645-130-39-00	$823.06	$797.82
13610	40	645-130-40-00	$822.30	$757.44
13610	41	645-130-41-00	$823.06	$797.82
13610	42	645-130-42-00	$823.06	$797.82

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San Ysidro School District

Community Facilities District No. 3

Fiscal Year 2019/2020 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13610	43	645-130-43-00	$823.06	$797.82
13610	44	645-130-44-00	$822.30	$757.44
13610	45	645-130-45-00	$823.06	$797.82
13610	46	645-130-46-00	$823.06	$797.82
13610	47	645-130-47-00	$822.30	$757.44
13610	48	645-130-48-00	$823.06	$797.82
13610	49	645-130-49-00	$823.06	$797.82
13610	50	645-130-50-00	$823.06	$797.82
13610	51	645-130-51-00	$823.06	$797.82
13610	52	645-130-52-00	$823.06	$797.82
13610	53	645-130-53-00	$822.30	$757.44
13610	54	645-130-54-00	$823.06	$797.82
13610	55	645-130-55-00	$823.06	$797.82
13610	56	645-130-56-00	$823.06	$797.82
13610	57	645-130-57-00	$823.06	$797.82
13610	58	645-130-58-00	$823.06	$797.82
13610	59	645-130-59-00	$822.30	$757.44
13610	60	645-130-60-00	$823.06	$797.82
13610	61	645-130-61-00	$823.06	$797.82
13610	62	645-130-62-00	$823.06	$797.82
13610	63	645-130-63-00	$822.30	$757.44
13610	64	645-130-64-00	$823.06	$797.82
13610	A	645-130-65-00	$0.00	$0.00
13610	1	645-140-01-00	$860.06	$860.04
13610	2	645-140-02-00	$1,063.79	$1,063.78
13610	3	645-140-03-00	$860.06	$860.04
13610	4	645-140-04-00	$1,063.79	$1,063.78
13610	5	645-140-05-00	$860.06	$860.04
13610	6	645-140-06-00	$1,063.79	$1,063.78
13610	7	645-140-07-00	$860.06	$860.04
13610	8	645-140-08-00	$1,063.79	$1,063.78
13610	9	645-140-09-00	$860.06	$860.04
13610	10	645-140-10-00	$1,063.79	$1,063.78
13610	11	645-140-11-00	$860.06	$860.04
13610	12	645-140-12-00	$1,063.79	$1,063.78
13610	13	645-140-13-00	$860.06	$860.04
13610	14	645-140-14-00	$1,063.79	$1,063.78
13610	15	645-140-15-00	$860.06	$860.04
13610	16	645-140-16-00	$860.06	$860.04
13610	17	645-140-17-00	$1,063.79	$1,063.78
13610	18	645-140-18-00	$1,063.79	$1,063.78
13610	19	645-140-19-00	$860.06	$860.04

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San Ysidro School District

Community Facilities District No. 3

Fiscal Year 2019/2020 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13610	20	645-140-20-00	$1,063.79	$1,063.78
13610	21	645-140-21-00	$860.06	$860.04
13610	22	645-140-22-00	$1,063.79	$1,063.78
13610	23	645-140-23-00	$860.06	$860.04
13610	24	645-140-24-00	$1,063.79	$1,063.78
13610	25	645-140-25-00	$860.06	$860.04
13610	26	645-140-26-00	$1,063.79	$1,063.78
13610	27	645-140-27-00	$860.06	$860.04
13610	28	645-140-28-00	$1,063.79	$1,063.78
13610	29	645-140-29-00	$860.06	$860.04
13610	30	645-140-30-00	$860.06	$860.04
13610	31	645-140-31-00	$860.06	$860.04
13610	32	645-140-32-00	$860.06	$860.04
13610	33	645-140-33-00	$860.06	$860.04
13610	34	645-140-34-00	$860.06	$860.04
13610	35	645-140-35-00	$860.06	$860.04
13610	36	645-140-36-00	$860.06	$860.04
13610	37	645-140-37-00	$1,063.79	$1,063.78
13610	38	645-140-38-00	$860.06	$860.04
13610	39	645-140-39-00	$1,063.79	$1,063.78
13610	40	645-140-40-00	$860.06	$860.04
13610	41	645-140-41-00	$1,063.79	$1,063.78
13610	42	645-140-42-00	$1,063.79	$1,063.78
13610	43	645-140-43-00	$860.06	$860.04
13610	44	645-140-44-00	$1,063.79	$1,063.78
13610	45	645-140-45-00	$860.06	$860.04
13610	46	645-140-46-00	$860.06	$860.04
13610	47	645-140-47-00	$1,063.79	$1,063.78
13610	48	645-140-48-00	$860.06	$860.04
13613	C	645-140-49-00	$0.00	$0.00
13613	F	645-140-50-00	$0.00	$0.00
13613	H	645-140-51-00	$0.00	$0.00
13613	NA	645-140-52-00	$0.00	$0.00
13613	J	645-140-53-00	$0.00	$0.00
13613	49	645-141-01-00	$860.06	$860.04
13613	50	645-141-02-00	$1,063.79	$1,063.78
13613	51	645-141-03-00	$860.06	$860.04
13613	52	645-141-04-00	$860.06	$860.04
13613	53	645-141-05-00	$1,063.79	$1,063.78
13613	54	645-141-06-00	$860.06	$860.04
13613	55	645-141-07-00	$1,063.79	$1,063.78
13613	56	645-141-08-00	$887.81	$887.80

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Community Facilities District No. 3

Fiscal Year 2019/2020 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13613	57	645-141-09-00	$1,098.11	$1,098.10
13613	58	645-141-10-00	$887.81	$887.80
13613	59	645-141-11-00	$1,098.11	$1,098.10
13613	60	645-141-12-00	$887.81	$887.80
13613	61	645-141-13-00	$1,098.11	$1,098.10
13613	62	645-141-14-00	$887.81	$887.80
13613	63	645-141-15-00	$1,098.11	$1,098.10
13613	64	645-141-16-00	$887.81	$887.80
13613	65	645-141-17-00	$1,098.11	$1,098.10
13613	66	645-141-18-00	$1,063.79	$1,063.78
13613	67	645-141-19-00	$860.06	$860.04
13613	68	645-141-20-00	$1,063.79	$1,063.78
13613	69	645-141-21-00	$860.06	$860.04
13613	70	645-141-22-00	$1,063.79	$1,063.78
13613	71	645-141-23-00	$860.06	$860.04
13613	72	645-141-24-00	$860.06	$860.04
13613	73	645-141-25-00	$1,063.79	$1,063.78
13613	74	645-141-26-00	$860.06	$860.04
13613	75	645-141-27-00	$1,063.79	$1,063.78
13613	76	645-141-28-00	$860.06	$860.04
13613	77	645-141-29-00	$1,063.79	$1,063.78
13613	78	645-141-30-00	$860.06	$860.04
13613	79	645-141-31-00	$1,063.79	$1,063.78
13613	80	645-141-32-00	$860.06	$860.04
13613	81	645-141-33-00	$887.81	$887.80
13613	82	645-141-34-00	$1,098.11	$1,098.10
13613	83	645-141-35-00	$887.81	$887.80
13613	84	645-141-36-00	$1,098.11	$1,098.10
13613	85	645-141-37-00	$887.81	$887.80
13613	86	645-141-38-00	$1,098.11	$1,098.10
13613	87	645-141-39-00	$887.81	$887.80
13613	88	645-141-40-00	$1,098.11	$1,098.10
13613	89	645-141-41-00	$887.81	$887.80
13613	A	645-141-42-00	$0.00	$0.00
13613	B	645-141-43-00	$0.00	$0.00
13613	90	645-142-01-00	$887.81	$887.80
13613	91	645-142-02-00	$887.81	$887.80
13613	92	645-142-03-00	$1,098.11	$1,098.10
13613	93	645-142-04-00	$887.81	$887.80
13613	94	645-142-05-00	$1,098.11	$1,098.10
13613	95	645-142-06-00	$887.81	$887.80
13613	96	645-142-07-00	$1,098.11	$1,098.10

EXHIBIT A

San Ysidro School District

Community Facilities District No. 3

Fiscal Year 2019/2020 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13613	97	645-142-08-00	$1,098.11	$1,098.10
13613	98	645-142-09-00	$887.81	$887.80
13613	99	645-142-10-00	$1,098.11	$1,098.10
13613	100	645-142-11-00	$887.81	$887.80
13613	101	645-142-12-00	$1,098.11	$1,098.10
13613	102	645-142-13-00	$1,098.11	$1,098.10
13613	103	645-142-14-00	$887.81	$887.80
13613	104	645-142-15-00	$887.81	$887.80
13613	105	645-142-16-00	$1,098.11	$1,098.10
13613	106	645-142-17-00	$887.81	$887.80
13613	107	645-142-18-00	$887.81	$887.80
13613	108	645-142-19-00	$887.81	$887.80
13613	109	645-142-20-00	$1,098.11	$1,098.10
13613	110	645-142-21-00	$887.81	$887.80
13613	111	645-142-22-00	$1,098.11	$1,098.10
13613	112	645-142-23-00	$887.81	$887.80
13613	113	645-142-24-00	$1,098.11	$1,098.10
13613	114	645-142-25-00	$887.81	$887.80
13613	115	645-142-26-00	$1,098.11	$1,098.10
13613	116	645-142-27-00	$887.81	$887.80
13613	117	645-142-28-00	$1,098.11	$1,098.10
13613	118	645-142-29-00	$887.81	$887.80
13613	119	645-142-30-00	$1,098.11	$1,098.10
13613	120	645-142-31-00	$887.81	$887.80
13613	121	645-142-32-00	$1,098.11	$1,098.10
13613	122	645-142-33-00	$887.81	$887.80
13613	123	645-142-34-00	$887.81	$887.80
13613	D	645-142-35-00	$0.00	$0.00
13613	E	645-142-36-00	$0.00	$0.00
13613	G	645-142-37-00	$0.00	$0.00
13613	K	645-142-38-00	$0.00	$0.00
13859	1	645-170-01-00	$1,101.01	$1,101.00
13859	2	645-170-02-00	$1,101.01	$1,101.00
13859	3	645-170-03-00	$1,101.01	$1,101.00
13859	4	645-170-04-00	$1,101.01	$1,101.00
13859	5	645-170-05-00	$1,101.01	$1,101.00
13859	6	645-170-06-00	$1,101.01	$1,101.00
13859	7	645-170-07-00	$1,101.01	$1,101.00
13859	8	645-170-08-00	$1,101.01	$1,101.00
13859	9	645-170-09-00	$1,101.01	$1,101.00
13859	10	645-170-10-00	$1,101.01	$1,101.00
13859	11	645-170-11-00	$890.15	$890.14

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Community Facilities District No. 3

Fiscal Year 2019/2020 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13859	12	645-170-12-00	$1,101.01	$1,101.00
13859	13	645-170-13-00	$1,101.01	$1,101.00
13859	14	645-170-14-00	$1,101.01	$1,101.00
13859	15	645-170-15-00	$1,101.01	$1,101.00
13859	16	645-170-16-00	$1,101.01	$1,101.00
13859	17	645-170-17-00	$1,101.01	$1,101.00
13859	18	645-170-18-00	$890.15	$890.14
13859	102	645-170-19-00	$1,101.01	$1,101.00
13859	103	645-170-20-00	$1,101.01	$1,101.00
13859	104	645-170-21-00	$1,101.01	$1,101.00
13859	105	645-170-22-00	$1,101.01	$1,101.00
13859	106	645-170-23-00	$1,101.01	$1,101.00
13859	107	645-170-24-00	$1,101.01	$1,101.00
13859	A	645-170-25-00	$0.00	$0.00
13859	B	645-170-26-00	$0.00	$0.00
13859	L	645-170-27-00	$0.00	$0.00
13859	19	645-171-01-00	$890.15	$890.14
13859	20	645-171-02-00	$1,101.01	$1,101.00
13859	21	645-171-03-00	$1,101.01	$1,101.00
13859	22	645-171-04-00	$1,101.01	$1,101.00
13859	23	645-171-05-00	$1,101.01	$1,101.00
13859	24	645-171-06-00	$890.15	$890.14
13859	25	645-171-07-00	$1,101.01	$1,101.00
13859	26	645-171-08-00	$1,101.01	$1,101.00
13859	27	645-171-09-00	$890.15	$890.14
13859	28	645-171-10-00	$1,101.01	$1,101.00
13859	29	645-171-11-00	$1,101.01	$1,101.00
13859	47	645-171-12-00	$1,101.01	$1,101.00
13859	48	645-171-13-00	$1,101.01	$1,101.00
13859	49	645-171-14-00	$1,101.01	$1,101.00
13859	50	645-171-15-00	$1,098.11	$1,098.10
13859	51	645-171-16-00	$1,098.11	$1,098.10
13859	52	645-171-17-00	$1,098.11	$1,098.10
13859	53	645-171-18-00	$1,098.11	$1,098.10
13859	54	645-171-19-00	$1,098.11	$1,098.10
13859	55	645-171-20-00	$1,098.11	$1,098.10
13859	56	645-171-21-00	$1,098.11	$1,098.10
13859	57	645-171-22-00	$1,098.11	$1,098.10
13859	58	645-171-23-00	$887.81	$887.80
13859	59	645-171-24-00	$1,098.11	$1,098.10
13859	60	645-171-25-00	$1,098.11	$1,098.10
13859	61	645-171-26-00	$1,098.11	$1,098.10

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Community Facilities District No. 3

Fiscal Year 2019/2020 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13859	62	645-171-27-00	$1,098.11	$1,098.10
13859	63	645-171-28-00	$887.81	$887.80
13859	64	645-171-29-00	$1,098.11	$1,098.10
13859	65	645-171-30-00	$1,098.11	$1,098.10
13859	66	645-171-31-00	$1,098.11	$1,098.10
13859	67	645-171-32-00	$1,098.11	$1,098.10
13859	68	645-171-33-00	$1,098.11	$1,098.10
13859	69	645-171-34-00	$1,098.11	$1,098.10
13859	70	645-171-35-00	$1,098.11	$1,098.10
13859	71	645-171-36-00	$1,098.11	$1,098.10
13859	72	645-171-37-00	$1,098.11	$1,098.10
13859	73	645-171-38-00	$1,098.11	$1,098.10
13859	74	645-171-39-00	$1,098.11	$1,098.10
13859	75	645-171-40-00	$1,098.11	$1,098.10
13859	76	645-171-41-00	$887.81	$887.80
13859	77	645-171-42-00	$1,098.11	$1,098.10
13859	78	645-171-43-00	$1,098.11	$1,098.10
13859	79	645-171-44-00	$1,101.01	$1,101.00
13859	80	645-171-45-00	$1,101.01	$1,101.00
13859	81	645-171-46-00	$1,101.01	$1,101.00
13859	82	645-171-47-00	$1,101.01	$1,101.00
13859	83	645-171-48-00	$1,101.01	$1,101.00
13859	C	645-171-49-00	$0.00	$0.00
13859	D	645-171-50-00	$0.00	$0.00
13859	H	645-171-51-00	$0.00	$0.00
13859	I	645-171-52-00	$0.00	$0.00
13859	K	645-171-53-00	$0.00	$0.00
13859	30	645-172-01-00	$1,101.01	$1,101.00
13859	31	645-172-02-00	$1,101.01	$1,101.00
13859	32	645-172-03-00	$890.15	$890.14
13859	33	645-172-04-00	$1,101.01	$1,101.00
13859	34	645-172-05-00	$1,101.01	$1,101.00
13859	35	645-172-06-00	$1,101.01	$1,101.00
13859	36	645-172-07-00	$1,101.01	$1,101.00
13859	37	645-172-08-00	$1,101.01	$1,101.00
13859	38	645-172-09-00	$1,101.01	$1,101.00
13859	39	645-172-10-00	$1,101.01	$1,101.00
13859	40	645-172-11-00	$890.15	$890.14
13859	41	645-172-12-00	$1,101.01	$1,101.00
13859	42	645-172-13-00	$890.15	$890.14
13859	43	645-172-14-00	$1,101.01	$1,101.00
13859	44	645-172-15-00	$1,101.01	$1,101.00

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Community Facilities District No. 3

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13859	45	645-172-16-00	$1,101.01	$1,101.00
13859	46	645-172-17-00	$1,101.01	$1,101.00
13859	84	645-172-18-00	$1,101.01	$1,101.00
13859	85	645-172-19-00	$1,101.01	$1,101.00
13859	86	645-172-20-00	$1,101.01	$1,101.00
13859	87	645-172-21-00	$890.15	$890.14
13859	88	645-172-22-00	$1,101.01	$1,101.00
13859	89	645-172-23-00	$1,101.01	$1,101.00
13859	90	645-172-24-00	$890.15	$890.14
13859	91	645-172-25-00	$1,101.01	$1,101.00
13859	92	645-172-26-00	$1,101.01	$1,101.00
13859	93	645-172-27-00	$1,101.01	$1,101.00
13859	94	645-172-28-00	$1,101.01	$1,101.00
13859	95	645-172-29-00	$1,101.01	$1,101.00
13859	96	645-172-30-00	$1,101.01	$1,101.00
13859	97	645-172-31-00	$1,101.01	$1,101.00
13859	98	645-172-32-00	$1,101.01	$1,101.00
13859	99	645-172-33-00	$1,101.01	$1,101.00
13859	100	645-172-34-00	$1,101.01	$1,101.00
13859	101	645-172-35-00	$1,101.01	$1,101.00
13859	E	645-172-36-00	$0.00	$0.00
13859	F	645-172-37-00	$0.00	$0.00
13859	G	645-172-38-00	$0.00	$0.00
13859	J	645-172-39-00	$0.00	$0.00
13859	M	645-172-40-00	$0.00	$0.00
13882	1	645-180-01-00	$0.00	$0.00
13882	4	645-180-04-00	$0.00	$0.00
13882	5	645-180-05-00	$0.00	$0.00
13882	12	645-180-12-00	$15,596.81	$0.00
13882	13	645-180-13-00	$12,187.17	$0.00
13882	14	645-180-14-00	$12,154.43	$0.00
13882	PAR A	645-180-15-00	$0.00	$0.00
13882	PAR B	645-180-16-00	$0.00	$0.00
13882	PAR B	645-180-18-00	$0.00	$0.00
13928	1	645-210-01-00	$1,101.01	$1,101.00
13928	2	645-210-02-00	$1,101.01	$1,101.00
13928	3	645-210-03-00	$1,101.01	$1,101.00
13928	4	645-210-04-00	$1,101.01	$1,101.00
13928	5	645-210-05-00	$1,101.01	$1,101.00
13928	6	645-210-06-00	$890.15	$890.14
13928	7	645-210-07-00	$1,101.01	$1,101.00
13928	116	645-210-08-00	$1,101.01	$1,101.00

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Community Facilities District No. 3

Fiscal Year 2019/2020 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13928	117	645-210-09-00	$890.15	$890.14
13928	118	645-210-10-00	$1,101.01	$1,101.00
13928	119	645-210-11-00	$1,101.01	$1,101.00
13928	120	645-210-12-00	$1,101.01	$1,101.00
13928	121	645-210-13-00	$1,101.01	$1,101.00
13928	122	645-210-14-00	$890.15	$890.14
13928	123	645-210-15-00	$1,101.01	$1,101.00
13928	124	645-210-16-00	$1,101.01	$1,101.00
13928	125	645-210-17-00	$1,101.01	$1,101.00
13928	126	645-210-18-00	$1,101.01	$1,101.00
13928	127	645-210-19-00	$1,101.01	$1,101.00
13928	128	645-210-20-00	$1,101.01	$1,101.00
13928	129	645-210-21-00	$1,101.01	$1,101.00
13928	130	645-210-22-00	$890.15	$890.14
13928	131	645-210-23-00	$1,101.01	$1,101.00
13928	132	645-210-24-00	$1,101.01	$1,101.00
13928	133	645-210-25-00	$1,101.01	$1,101.00
13928	134	645-210-26-00	$1,101.01	$1,101.00
13928	135	645-210-27-00	$1,101.01	$1,101.00
13928	136	645-210-28-00	$1,101.01	$1,101.00
13928	137	645-210-29-00	$890.15	$890.14
13928	D	645-210-30-00	$0.00	$0.00
13928	E	645-210-31-00	$0.00	$0.00
13928	8	645-211-01-00	$1,101.01	$1,101.00
13928	9	645-211-02-00	$1,101.01	$1,101.00
13928	10	645-211-03-00	$1,101.01	$1,101.00
13928	11	645-211-04-00	$1,101.01	$1,101.00
13928	12	645-211-05-00	$890.15	$890.14
13928	13	645-211-06-00	$1,101.01	$1,101.00
13928	14	645-211-07-00	$1,101.01	$1,101.00
13928	15	645-211-08-00	$890.15	$890.14
13928	16	645-211-09-00	$1,101.01	$1,101.00
13928	17	645-211-10-00	$1,101.01	$1,101.00
13928	18	645-211-11-00	$1,101.01	$1,101.00
13928	19	645-211-12-00	$1,101.01	$1,101.00
13928	20	645-211-13-00	$1,101.01	$1,101.00
13928	21	645-211-14-00	$1,101.01	$1,101.00
13928	22	645-211-15-00	$1,106.72	$1,106.72
13928	23	645-211-16-00	$1,106.72	$1,106.72
13928	24	645-211-17-00	$1,106.72	$1,106.72
13928	25	645-211-18-00	$1,106.72	$1,106.72
13928	26	645-211-19-00	$1,106.72	$1,106.72

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13928	27	645-211-20-00	$1,106.72	$1,106.72
13928	28	645-211-21-00	$1,106.72	$1,106.72
13928	29	645-211-22-00	$894.78	$894.78
13928	30	645-211-23-00	$1,106.72	$1,106.72
13928	31	645-211-24-00	$1,106.72	$1,106.72
13928	32	645-211-25-00	$1,106.72	$1,106.72
13928	33	645-211-26-00	$1,106.72	$1,106.72
13928	34	645-211-27-00	$1,106.72	$1,106.72
13928	35	645-211-28-00	$1,106.72	$1,106.72
13928	36	645-211-29-00	$1,106.72	$1,106.72
13928	37	645-211-30-00	$1,106.72	$1,106.72
13928	38	645-211-31-00	$1,106.72	$1,106.72
13928	39	645-211-32-00	$1,106.72	$1,106.72
13928	40	645-211-33-00	$1,106.72	$1,106.72
13928	52	645-211-34-00	$1,106.72	$1,106.72
13928	53	645-211-35-00	$1,106.72	$1,106.72
13928	54	645-211-36-00	$1,106.72	$1,106.72
13928	55	645-211-37-00	$1,106.72	$1,106.72
13928	56	645-211-38-00	$1,106.72	$1,106.72
13928	57	645-211-39-00	$1,106.72	$1,106.72
13928	58	645-211-40-00	$894.78	$894.78
13928	59	645-211-41-00	$1,106.72	$1,106.72
13928	60	645-211-42-00	$894.78	$894.78
13928	61	645-211-43-00	$1,106.72	$1,106.72
13928	62	645-211-44-00	$1,106.72	$1,106.72
13928	63	645-211-45-00	$1,106.72	$1,106.72
13928	64	645-211-46-00	$894.78	$894.78
13928	65	645-211-47-00	$1,106.72	$1,106.72
13928	66	645-211-48-00	$1,106.72	$1,106.72
13928	67	645-211-49-00	$1,106.72	$1,106.72
13928	68	645-211-50-00	$1,106.72	$1,106.72
13928	69	645-211-51-00	$1,101.01	$1,101.00
13928	70	645-211-52-00	$1,101.01	$1,101.00
13928	71	645-211-53-00	$890.15	$890.14
13928	72	645-211-54-00	$1,101.01	$1,101.00
13928	73	645-211-55-00	$1,101.01	$1,101.00
13928	74	645-211-56-00	$1,101.01	$1,101.00
13928	75	645-211-57-00	$1,101.01	$1,101.00
13928	76	645-211-58-00	$1,101.01	$1,101.00
13928	77	645-211-59-00	$1,101.01	$1,101.00
13928	78	645-211-60-00	$1,101.01	$1,101.00
13928	79	645-211-61-00	$1,106.72	$1,106.72

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13928	80	645-211-62-00	$1,106.72	$1,106.72
13928	81	645-211-63-00	$1,106.72	$1,106.72
13928	82	645-211-64-00	$1,106.72	$1,106.72
13928	83	645-211-65-00	$1,106.72	$1,106.72
13928	84	645-211-66-00	$1,106.72	$1,106.72
13928	108	645-211-67-00	$894.78	$894.78
13928	109	645-211-68-00	$1,106.72	$1,106.72
13928	110	645-211-69-00	$1,101.01	$1,101.00
13928	111	645-211-70-00	$1,101.01	$1,101.00
13928	112	645-211-71-00	$890.15	$890.14
13928	113	645-211-72-00	$1,101.01	$1,101.00
13928	114	645-211-73-00	$1,101.01	$1,101.00
13928	115	645-211-74-00	$1,101.01	$1,101.00
13928	B	645-211-75-00	$0.00	$0.00
13928	C	645-211-76-00	$0.00	$0.00
13928	41	645-212-01-00	$1,129.17	$1,129.16
13928	42	645-212-02-00	$1,129.17	$1,129.16
13928	43	645-212-03-00	$1,129.17	$1,129.16
13928	44	645-212-04-00	$912.94	$912.94
13928	45	645-212-05-00	$1,129.17	$1,129.16
13928	46	645-212-06-00	$1,129.17	$1,129.16
13928	47	645-212-07-00	$1,129.17	$1,129.16
13928	48	645-212-08-00	$1,129.17	$1,129.16
13928	49	645-212-09-00	$1,106.72	$1,106.72
13928	50	645-212-10-00	$1,106.72	$1,106.72
13928	51	645-212-11-00	$894.78	$894.78
13928	85	645-212-12-00	$1,106.72	$1,106.72
13928	86	645-212-13-00	$1,106.72	$1,106.72
13928	87	645-212-14-00	$1,106.72	$1,106.72
13928	88	645-212-15-00	$1,106.72	$1,106.72
13928	89	645-212-16-00	$1,106.72	$1,106.72
13928	90	645-212-17-00	$1,106.72	$1,106.72
13928	91	645-212-18-00	$1,106.72	$1,106.72
13928	92	645-212-19-00	$1,106.72	$1,106.72
13928	93	645-212-20-00	$1,106.72	$1,106.72
13928	94	645-212-21-00	$894.78	$894.78
13928	95	645-212-22-00	$1,106.72	$1,106.72
13928	96	645-212-23-00	$894.78	$894.78
13928	97	645-212-24-00	$1,106.72	$1,106.72
13928	98	645-212-25-00	$1,106.72	$1,106.72
13928	99	645-212-26-00	$1,106.72	$1,106.72
13928	100	645-212-27-00	$1,106.72	$1,106.72

EXHIBIT A

San Ysidro School District

Community Facilities District No. 3

Fiscal Year 2019/2020 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13928	101	645-212-28-00	$1,106.72	$1,106.72
13928	102	645-212-29-00	$894.78	$894.78
13928	103	645-212-30-00	$1,106.72	$1,106.72
13928	104	645-212-31-00	$1,106.72	$1,106.72
13928	105	645-212-32-00	$1,106.72	$1,106.72
13928	106	645-212-33-00	$1,106.72	$1,106.72
13928	107	645-212-34-00	$1,106.72	$1,106.72
13928	155	645-212-35-00	$1,129.17	$1,129.16
13928	156	645-212-36-00	$1,129.17	$1,129.16
13928	157	645-212-37-00	$1,129.17	$1,129.16
13928	158	645-212-38-00	$912.94	$912.94
13928	159	645-212-39-00	$1,129.17	$1,129.16
13928	160	645-212-40-00	$1,129.17	$1,129.16
13928	161	645-212-41-00	$1,129.17	$1,129.16
13928	162	645-212-42-00	$912.94	$912.94
13928	163	645-212-43-00	$1,129.17	$1,129.16
13928	164	645-212-44-00	$1,129.17	$1,129.16
13928	165	645-212-45-00	$1,129.17	$1,129.16
13928	166	645-212-46-00	$1,129.17	$1,129.16
13928	167	645-212-47-00	$1,129.17	$1,129.16
13928	168	645-212-48-00	$1,129.17	$1,129.16
13928	169	645-212-49-00	$1,129.17	$1,129.16
13928	170	645-212-50-00	$912.94	$912.94
13928	171	645-212-51-00	$1,129.17	$1,129.16
13928	172	645-212-52-00	$1,129.17	$1,129.16
13928	173	645-212-53-00	$1,129.17	$1,129.16
13928	174	645-212-54-00	$1,129.17	$1,129.16
13928	175	645-212-55-00	$1,129.17	$1,129.16
13928	176	645-212-56-00	$1,129.17	$1,129.16
13928	177	645-212-57-00	$1,129.17	$1,129.16
13928	178	645-212-58-00	$1,129.17	$1,129.16
13928	179	645-212-59-00	$1,129.17	$1,129.16
13928	180	645-212-60-00	$1,129.17	$1,129.16
13928	181	645-212-61-00	$912.94	$912.94
13928	182	645-212-62-00	$1,129.17	$1,129.16
13928	138	645-213-01-00	$1,129.17	$1,129.16
13928	139	645-213-02-00	$1,129.17	$1,129.16
13928	140	645-213-03-00	$912.94	$912.94
13928	141	645-213-04-00	$1,129.17	$1,129.16
13928	142	645-213-05-00	$1,129.17	$1,129.16
13928	143	645-213-06-00	$1,129.17	$1,129.16
13928	144	645-213-07-00	$1,129.17	$1,129.16

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13928	145	645-213-08-00	$1,129.17	$1,129.16
13928	146	645-213-09-00	$1,129.17	$1,129.16
13928	147	645-213-10-00	$912.94	$912.94
13928	148	645-213-11-00	$1,129.17	$1,129.16
13928	149	645-213-12-00	$1,129.17	$1,129.16
13928	150	645-213-13-00	$1,129.17	$1,129.16
13928	151	645-213-14-00	$1,129.17	$1,129.16
13928	152	645-213-15-00	$1,129.17	$1,129.16
13928	153	645-213-16-00	$1,129.17	$1,129.16
13928	154	645-213-17-00	$1,129.17	$1,129.16
13928	183	645-213-18-00	$1,129.17	$1,129.16
13928	184	645-213-19-00	$1,129.17	$1,129.16
13928	185	645-213-20-00	$912.94	$912.94
13928	186	645-213-21-00	$1,129.17	$1,129.16
13928	187	645-213-22-00	$1,129.17	$1,129.16
13928	188	645-213-23-00	$1,129.17	$1,129.16
13928	189	645-213-24-00	$1,129.17	$1,129.16
13928	190	645-213-25-00	$1,129.17	$1,129.16
13928	191	645-213-26-00	$912.94	$912.94
13928	192	645-213-27-00	$1,129.17	$1,129.16
13928	193	645-213-28-00	$1,129.17	$1,129.16
13928	194	645-213-29-00	$1,129.17	$1,129.16
13928	195	645-213-30-00	$1,129.17	$1,129.16
13928	196	645-213-31-00	$912.94	$912.94
13928	197	645-213-32-00	$1,129.17	$1,129.16
13928	198	645-213-33-00	$1,129.17	$1,129.16
13928	199	645-213-34-00	$912.94	$912.94
13928	200	645-213-35-00	$1,129.17	$1,129.16
13928	F	645-213-36-00	$0.00	$0.00
13928	A	645-220-01-00	$0.00	$0.00
13928	H	645-220-02-00	$0.00	$0.00
13928	G	645-221-01-00	$0.00	$0.00
14217	1	645-270-01-00	$856.38	$830.04
14217	2	645-270-02-00	$854.57	$716.80
14217	3	645-270-03-00	$855.69	$787.96
14217	4	645-270-04-00	$856.38	$830.04
14217	5	645-270-05-00	$854.57	$716.80
14217	6	645-270-06-00	$855.69	$787.96
14217	7	645-270-07-00	$856.38	$830.04
14217	8	645-270-08-00	$855.69	$787.96
14217	9	645-270-09-00	$854.57	$716.80
14217	10	645-270-10-00	$855.69	$787.96

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Community Facilities District No. 3

Fiscal Year 2019/2020 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14217	11	645-270-11-00	$854.57	$716.80
14217	12	645-270-12-00	$855.69	$787.96
14217	13	645-270-13-00	$856.38	$830.04
14217	14	645-270-14-00	$854.57	$716.80
14217	15	645-270-15-00	$856.38	$830.04
14217	16	645-270-16-00	$855.69	$787.96
14217	80	645-270-17-00	$856.38	$830.04
14217	81	645-270-18-00	$854.57	$716.80
14217	82	645-270-19-00	$855.69	$787.96
14217	83	645-270-20-00	$855.69	$787.96
14217	84	645-270-21-00	$856.38	$830.04
14217	85	645-270-22-00	$854.57	$716.80
14217	86	645-270-23-00	$855.69	$787.96
14217	87	645-270-24-00	$856.38	$830.04
14217	88	645-270-25-00	$854.57	$716.80
14217	89	645-270-26-00	$855.69	$787.96
14217	90	645-270-27-00	$854.57	$716.80
14217	91	645-270-28-00	$855.69	$787.96
14217	92	645-270-29-00	$854.57	$716.80
14217	93	645-270-30-00	$856.38	$830.04
14217	94	645-270-31-00	$855.69	$787.96
14217	95	645-270-32-00	$856.38	$830.04
14217	96	645-270-33-00	$855.69	$787.96
14217	97	645-270-34-00	$856.38	$830.04
14217	98	645-270-35-00	$855.69	$787.96
14217	99	645-270-36-00	$856.38	$830.04
14217	100	645-270-37-00	$855.69	$787.96
14217	101	645-270-38-00	$856.38	$830.04
14217	102	645-270-39-00	$855.69	$787.96
14217	103	645-270-40-00	$854.57	$716.80
14217	104	645-270-41-00	$856.38	$830.04
14217	105	645-270-42-00	$855.69	$787.96
14217	106	645-270-43-00	$856.38	$830.04
14217	107	645-270-44-00	$854.57	$716.80
14217	108	645-270-45-00	$856.38	$830.04
14217	109	645-270-46-00	$855.69	$787.96
14217	110	645-270-47-00	$856.38	$830.04
14217	111	645-270-48-00	$854.57	$716.80
14217	112	645-270-49-00	$855.69	$787.96
14217	113	645-270-50-00	$856.38	$830.04
14217	114	645-270-51-00	$855.69	$787.96
14217	115	645-270-52-00	$856.38	$830.04

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Community Facilities District No. 3

Fiscal Year 2019/2020 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14217	116	645-270-53-00	$856.38	$830.04
14217	117	645-270-54-00	$855.69	$787.96
14217	118	645-270-55-00	$854.57	$716.80
14217	119	645-270-56-00	$855.69	$787.96
14217	120	645-270-57-00	$856.38	$830.04
14217	121	645-270-58-00	$855.69	$787.96
14217	122	645-270-59-00	$856.38	$830.04
14217	123	645-270-60-00	$855.69	$787.96
14217	124	645-270-61-00	$854.57	$716.80
14217	125	645-270-62-00	$854.57	$716.80
14217	126	645-270-63-00	$856.38	$830.04
14217	127	645-270-64-00	$855.69	$787.96
14217	128	645-270-65-00	$856.38	$830.04
14217	129	645-270-66-00	$855.69	$787.96
14217	B	645-270-67-00	$0.00	$0.00
14217	C	645-270-68-00	$0.00	$0.00
14217	I	645-270-69-00	$0.00	$0.00
14217	J	645-270-70-00	$0.00	$0.00
14217	K	645-270-71-00	$0.00	$0.00
14217	L	645-270-72-00	$0.00	$0.00
14217	17	645-271-01-00	$851.92	$825.74
14217	18	645-271-02-00	$851.28	$783.94
14217	19	645-271-03-00	$851.92	$825.74
14217	20	645-271-04-00	$850.10	$713.10
14217	21	645-271-05-00	$851.92	$825.74
14217	22	645-271-06-00	$851.28	$783.94
14217	23	645-271-07-00	$851.92	$825.74
14217	24	645-271-08-00	$850.10	$713.10
14217	25	645-271-09-00	$851.28	$783.94
14217	26	645-271-10-00	$851.92	$825.74
14217	27	645-271-11-00	$855.69	$787.96
14217	28	645-271-12-00	$854.57	$716.80
14217	50	645-271-13-00	$851.28	$783.94
14217	51	645-271-14-00	$850.10	$713.10
14217	52	645-271-15-00	$851.28	$783.94
14217	53	645-271-16-00	$851.92	$825.74
14217	54	645-271-17-00	$850.10	$713.10
14217	55	645-271-18-00	$851.28	$783.94
14217	56	645-271-19-00	$851.92	$825.74
14217	57	645-271-20-00	$850.10	$713.10
14217	58	645-271-21-00	$851.28	$783.94
14217	59	645-271-22-00	$851.92	$825.74

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Community Facilities District No. 3

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14217	60	645-271-23-00	$851.28	$783.94
14217	61	645-271-24-00	$850.10	$713.10
14217	62	645-271-25-00	$851.92	$825.74
14217	63	645-271-26-00	$851.28	$783.94
14217	64	645-271-27-00	$851.92	$825.74
14217	65	645-271-28-00	$850.10	$713.10
14217	66	645-271-29-00	$851.28	$783.94
14217	67	645-271-30-00	$851.92	$825.74
14217	68	645-271-31-00	$851.28	$783.94
14217	69	645-271-32-00	$850.10	$713.10
14217	70	645-271-33-00	$851.92	$825.74
14217	71	645-271-34-00	$851.28	$783.94
14217	72	645-271-35-00	$851.92	$825.74
14217	73	645-271-36-00	$850.10	$713.10
14217	74	645-271-37-00	$851.92	$825.74
14217	75	645-271-38-00	$851.28	$783.94
14217	76	645-271-39-00	$851.92	$825.74
14217	77	645-271-40-00	$851.28	$783.94
14217	78	645-271-41-00	$850.10	$713.10
14217	79	645-271-42-00	$851.28	$783.94
14217	F	645-271-43-00	$0.00	$0.00
14217	G	645-271-44-00	$0.00	$0.00
14217	H	645-271-45-00	$0.00	$0.00
14217	29	645-272-01-00	$856.38	$830.04
14217	30	645-272-02-00	$855.69	$787.96
14217	31	645-272-03-00	$856.38	$830.04
14217	32	645-272-04-00	$855.69	$787.96
14217	33	645-272-05-00	$851.92	$825.74
14217	34	645-272-06-00	$851.28	$783.94
14217	35	645-272-07-00	$850.10	$713.10
14217	36	645-272-08-00	$926.92	$853.88
14217	37	645-272-09-00	$856.38	$830.04
14217	38	645-272-10-00	$855.69	$787.96
14217	39	645-272-11-00	$855.69	$787.96
14217	40	645-272-12-00	$854.57	$716.80
14217	41	645-272-13-00	$927.83	$899.42
14217	42	645-272-14-00	$926.92	$853.88
14217	43	645-272-15-00	$927.83	$899.42
14217	44	645-272-16-00	$926.92	$853.88
14217	45	645-272-17-00	$927.83	$899.42
14217	46	645-272-18-00	$926.92	$853.88
14217	47	645-272-19-00	$926.92	$853.88

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14217	48	645-272-20-00	$925.30	$776.72
14217	49	645-272-21-00	$927.83	$899.42
14217	A	645-272-22-00	$0.00	$0.00
14217	D	645-272-23-00	$0.00	$0.00
14217	E	645-272-24-00	$0.00	$0.00
14217	M	645-272-25-00	$0.00	$0.00
14258	1	645-280-01-00	$0.00	$0.00
14258	2	645-280-02-00	$0.00	$0.00
14258	3	645-280-03-00	$0.00	$0.00
14258	4	645-280-04-00	$0.00	$0.00
0	A	645-280-23-00	$0.00	$0.00
20074	PAR 1	645-280-25-01	$0.00	$0.00
20074	PAR 1	645-280-25-02	$0.00	$0.00
20074	PAR 1	645-280-25-03	$0.00	$0.00
20074	PAR 1	645-280-25-04	$0.00	$0.00
20074	PAR 1	645-280-25-05	$0.00	$0.00
20074	PAR 1	645-280-25-06	$0.00	$0.00
20074	PAR 1	645-280-25-07	$0.00	$0.00
20074	PAR 1	645-280-25-08	$0.00	$0.00
20074	PAR 1	645-280-25-09	$0.00	$0.00
20074	PAR 1	645-280-25-10	$0.00	$0.00
20074	PAR 1	645-280-25-11	$0.00	$0.00
20074	PAR 1	645-280-25-12	$0.00	$0.00
20074	PAR 1	645-280-25-13	$0.00	$0.00
20074	PAR 1	645-280-25-14	$0.00	$0.00
20074	PAR 1	645-280-25-15	$0.00	$0.00
20074	PAR 1	645-280-25-16	$0.00	$0.00
20074	PAR 1	645-280-25-17	$0.00	$0.00
20074	PAR 1	645-280-25-18	$0.00	$0.00
20074	PAR 1	645-280-25-19	$0.00	$0.00
20074	PAR 1	645-280-25-20	$0.00	$0.00
20074	PAR 1	645-280-25-21	$0.00	$0.00
20074	PAR 1	645-280-25-22	$0.00	$0.00
20074	PAR 1	645-280-25-23	$0.00	$0.00
20074	PAR 1	645-280-25-24	$0.00	$0.00
20074	PAR 1	645-280-25-25	$0.00	$0.00
20074	PAR 1	645-280-25-26	$0.00	$0.00
20074	PAR 1	645-280-25-27	$0.00	$0.00
20074	PAR 1	645-280-25-28	$0.00	$0.00
20074	PAR 1	645-280-25-29	$0.00	$0.00
20074	PAR 1	645-280-25-30	$0.00	$0.00
20074	PAR 1	645-280-25-31	$0.00	$0.00

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
20074	PAR 1	645-280-25-32	$0.00	$0.00
20074	PAR 1	645-280-25-33	$0.00	$0.00
20074	PAR 1	645-280-25-34	$0.00	$0.00
20074	PAR 1	645-280-25-35	$0.00	$0.00
20074	PAR 1	645-280-25-36	$0.00	$0.00
14258	11	645-280-26-00	$0.00	$0.00
13882	7	645-280-27-00	$0.00	$0.00
14469	1	645-310-01-00	$855.69	$787.96
14469	2	645-310-02-00	$856.38	$830.04
14469	3	645-310-03-00	$854.57	$716.80
14469	4	645-310-04-00	$856.38	$830.04
14469	5	645-310-05-00	$855.69	$787.96
14469	6	645-310-06-00	$856.38	$830.04
14469	7	645-310-07-00	$869.86	$731.34
14469	8	645-310-08-00	$872.07	$803.98
14469	9	645-310-09-00	$872.07	$803.98
14469	10	645-310-10-00	$872.07	$803.98
14469	11	645-310-11-00	$869.86	$731.34
14469	12	645-310-12-00	$872.07	$803.98
14469	13	645-310-13-00	$873.36	$846.88
14469	14	645-310-14-00	$872.07	$803.98
14469	15	645-310-15-00	$869.86	$731.34
14469	16	645-310-16-00	$873.36	$846.88
14469	17	645-310-17-00	$872.07	$803.98
14469	18	645-310-18-00	$873.36	$846.88
14469	19	645-310-19-00	$872.07	$803.98
14469	20	645-310-20-00	$873.36	$846.88
14469	21	645-310-21-00	$872.07	$803.98
14469	22	645-310-22-00	$869.86	$731.34
14469	23	645-310-23-00	$873.36	$846.88
14469	24	645-310-24-00	$873.36	$846.88
14469	25	645-310-25-00	$872.07	$803.98
14469	26	645-310-26-00	$873.36	$846.88
14469	27	645-310-27-00	$872.07	$803.98
14469	28	645-310-28-00	$869.86	$731.34
14469	29	645-310-29-00	$872.07	$803.98
14469	30	645-310-30-00	$926.92	$853.88
14469	31	645-310-31-00	$927.83	$899.42
14469	32	645-310-32-00	$926.92	$853.88
14469	33	645-310-33-00	$927.83	$899.42
14469	34	645-310-34-00	$926.92	$853.88
14469	35	645-310-35-00	$927.83	$899.42

EXHIBIT A

San Ysidro School District

Community Facilities District No. 3

Fiscal Year 2019/2020 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14469	36	645-310-36-00	$925.30	$776.72
14469	37	645-310-37-00	$926.92	$853.88
14469	38	645-310-38-00	$925.30	$776.72
14469	39	645-310-39-00	$926.92	$853.88
14469	40	645-310-40-00	$927.83	$899.42
14469	A	645-310-41-00	$0.00	$0.00
14469	B	645-310-42-00	$0.00	$0.00
14469	41	645-311-01-00	$926.92	$853.88
14469	42	645-311-02-00	$927.83	$899.42
14469	43	645-311-03-00	$926.92	$853.88
14469	44	645-311-04-00	$927.83	$899.42
14469	45	645-311-05-00	$926.92	$853.88
14469	46	645-311-06-00	$925.30	$776.72
14469	47	645-311-07-00	$926.92	$853.88
14469	48	645-311-08-00	$926.92	$853.88
14469	49	645-311-09-00	$927.83	$899.42
14469	50	645-311-10-00	$926.92	$853.88
14469	51	645-311-11-00	$926.92	$853.88
14469	52	645-311-12-00	$927.83	$899.42
14469	53	645-311-13-00	$926.92	$853.88
14469	54	645-311-14-00	$925.30	$776.72
14469	55	645-311-15-00	$873.36	$846.88
14469	56	645-311-16-00	$872.07	$803.98
14469	57	645-311-17-00	$873.36	$846.88
14469	58	645-311-18-00	$872.07	$803.98
14469	59	645-311-19-00	$925.30	$776.72
14469	60	645-311-20-00	$926.92	$853.88
14469	61	645-311-21-00	$926.92	$853.88
14469	62	645-311-22-00	$925.30	$776.72
14469	63	645-311-23-00	$927.83	$899.42
14469	64	645-311-24-00	$926.92	$853.88
14469	65	645-311-25-00	$926.92	$853.88
14469	66	645-311-26-00	$927.83	$899.42
14469	67	645-311-27-00	$926.92	$853.88
14469	68	645-311-28-00	$927.83	$899.42
14469	69	645-311-29-00	$926.92	$853.88
14469	70	645-311-30-00	$869.86	$731.34
14469	71	645-311-31-00	$872.07	$803.98
14469	72	645-311-32-00	$872.07	$803.98
14469	73	645-311-33-00	$873.36	$846.88
14469	74	645-311-34-00	$926.92	$853.88
14469	75	645-311-35-00	$926.92	$853.88

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San Ysidro School District

Community Facilities District No. 3

Fiscal Year 2019/2020 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14469	76	645-311-36-00	$927.83	$899.42
14469	77	645-311-37-00	$927.83	$899.42
14469	78	645-311-38-00	$925.30	$776.72
14469	79	645-311-39-00	$927.83	$899.42
14469	80	645-311-40-00	$926.92	$853.88
14469	81	645-311-41-00	$926.92	$853.88
14469	82	645-311-42-00	$927.83	$899.42
14469	83	645-311-43-00	$926.92	$853.88
14469	84	645-311-44-00	$925.30	$776.72
14469	85	645-311-45-00	$869.86	$731.34
14469	86	645-311-46-00	$872.07	$803.98
14469	87	645-311-47-00	$873.36	$846.88
14469	88	645-311-48-00	$872.07	$803.98
14469	89	645-311-49-00	$873.36	$846.88
14469	90	645-311-50-00	$872.07	$803.98
14469	91	645-311-51-00	$873.36	$846.88
14469	92	645-311-52-00	$872.07	$803.98
14469	93	645-311-53-00	$872.07	$803.98
14469	94	645-311-54-00	$872.07	$803.98
14469	95	645-311-55-00	$873.36	$846.88
14469	96	645-311-56-00	$872.07	$803.98
14469	97	645-311-57-00	$873.36	$846.88
14469	98	645-311-58-00	$869.86	$731.34
14469	99	645-311-59-00	$872.07	$803.98
14469	100	645-312-01-00	$872.07	$803.98
14469	101	645-312-02-00	$873.36	$846.88
14469	102	645-312-03-00	$872.07	$803.98
14469	103	645-312-04-00	$873.36	$846.88
14469	104	645-312-05-00	$872.07	$803.98
14469	105	645-312-06-00	$873.36	$846.88
14469	106	645-312-07-00	$872.07	$803.98
14469	107	645-312-08-00	$869.86	$731.34
14469	108	645-312-09-00	$873.36	$846.88
14469	109	645-312-10-00	$872.07	$803.98
14469	110	645-312-11-00	$873.36	$846.88
14469	111	645-312-12-00	$872.07	$803.98
14469	112	645-312-13-00	$873.36	$846.88
14469	113	645-312-14-00	$872.07	$803.98
14469	114	645-312-15-00	$873.36	$846.88
14469	115	645-312-16-00	$872.07	$803.98
14469	116	645-312-17-00	$872.07	$803.98
14469	117	645-312-18-00	$872.07	$803.98

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San Ysidro School District

Community Facilities District No. 3

Fiscal Year 2019/2020 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14469	118	645-312-19-00	$869.86	$731.34
14469	119	645-312-20-00	$873.36	$846.88
14469	120	645-312-21-00	$872.07	$803.98
14469	121	645-312-22-00	$873.36	$846.88
14469	122	645-312-23-00	$872.07	$803.98
14469	123	645-312-24-00	$873.36	$846.88
14469	124	645-312-25-00	$872.07	$803.98
14469	125	645-312-26-00	$873.36	$846.88
14469	126	645-312-27-00	$869.86	$731.34
14469	127	645-312-28-00	$872.07	$803.98
14469	128	645-312-29-00	$872.07	$803.98
14469	129	645-312-30-00	$873.36	$846.88
14469	130	645-312-31-00	$869.86	$731.34
14469	131	645-312-32-00	$872.07	$803.98
14469	132	645-312-33-00	$869.86	$731.34
14469	133	645-312-34-00	$873.36	$846.88
14469	134	645-312-35-00	$872.07	$803.98
14469	135	645-312-36-00	$873.36	$846.88
14469	136	645-312-37-00	$872.07	$803.98
14469	137	645-312-38-00	$869.86	$731.34
14469	138	645-312-39-00	$872.07	$803.98
14469	139	645-312-40-00	$869.86	$731.34
14469	140	645-312-41-00	$873.36	$846.88
14469	141	645-312-42-00	$872.07	$803.98
14469	142	645-312-43-00	$873.36	$846.88
14469	143	645-312-44-00	$872.07	$803.98
14469	144	645-312-45-00	$873.36	$846.88
14469	145	645-312-46-00	$872.07	$803.98
14469	146	645-312-47-00	$872.07	$803.98
14469	147	645-312-48-00	$872.07	$803.98
14469	148	645-312-49-00	$872.07	$803.98
14469	149	645-312-50-00	$855.69	$787.96
14469	150	645-312-51-00	$856.38	$830.04
14469	151	645-312-52-00	$855.69	$787.96
14469	152	645-312-53-00	$855.69	$787.96
14469	153	645-312-54-00	$854.57	$716.80
14469	154	645-312-55-00	$856.38	$830.04
14469	155	645-312-56-00	$855.69	$787.96
14469	156	645-312-57-00	$855.69	$787.96
14469	157	645-312-58-00	$856.38	$830.04
14469	158	645-312-59-00	$855.69	$787.96
14469	159	645-312-60-00	$854.57	$716.80

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Community Facilities District No. 3

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14469	160	645-312-61-00	$855.69	$787.96
14469	C	645-312-62-00	$0.00	$0.00
14730	1	645-340-01-00	$1,291.82	$1,291.80
14730	2	645-340-02-00	$999.59	$968.86
14730	3	645-340-03-00	$999.59	$968.86
14730	4	645-340-04-00	$1,291.82	$1,291.80
14730	5	645-340-05-00	$1,044.42	$1,044.40
14730	6	645-340-06-00	$1,291.82	$1,291.80
14730	7	645-340-07-00	$1,044.42	$1,044.40
14730	8	645-340-08-00	$1,291.82	$1,291.80
14730	9	645-340-09-00	$999.59	$968.86
14730	10	645-340-10-00	$1,044.42	$1,044.40
14730	11	645-340-11-00	$1,291.82	$1,291.80
14730	12	645-340-12-00	$999.59	$968.86
14730	13	645-340-13-00	$1,291.82	$1,291.80
14730	14	645-340-14-00	$1,044.42	$1,044.40
14730	15	645-340-15-00	$1,297.51	$1,297.50
14730	16	645-340-16-00	$1,049.05	$1,049.04
14730	17	645-340-17-00	$1,297.51	$1,297.50
14730	18	645-340-18-00	$1,049.05	$1,049.04
14730	19	645-340-19-00	$1,003.98	$973.14
14730	20	645-340-20-00	$1,049.05	$1,049.04
14730	21	645-340-21-00	$1,297.51	$1,297.50
14730	22	645-340-22-00	$1,003.98	$973.14
14730	23	645-340-23-00	$1,297.51	$1,297.50
14730	153	645-340-24-00	$1,049.05	$1,049.04
14730	154	645-340-25-00	$1,001.73	$840.36
14730	155	645-340-26-00	$1,003.98	$973.14
14730	156	645-340-27-00	$1,001.73	$840.36
14730	157	645-340-28-00	$1,291.82	$1,291.80
14730	158	645-340-29-00	$1,044.42	$1,044.40
14730	159	645-340-30-00	$999.59	$968.86
14730	160	645-340-31-00	$1,291.82	$1,291.80
14730	161	645-340-32-00	$1,044.42	$1,044.40
14730	162	645-340-33-00	$1,291.82	$1,291.80
14730	163	645-340-34-00	$999.59	$968.86
14730	164	645-340-35-00	$1,291.82	$1,291.80
14730	165	645-340-36-00	$999.59	$968.86
14730	166	645-340-37-00	$1,291.82	$1,291.80
14730	167	645-340-38-00	$1,044.42	$1,044.40
14730	168	645-340-39-00	$1,291.82	$1,291.80
14730	169	645-340-40-00	$999.59	$968.86

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Community Facilities District No. 3

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14730	170	645-340-41-00	$1,291.82	$1,291.80
14730	171	645-340-42-00	$1,044.42	$1,044.40
14730	172	645-340-43-00	$1,291.82	$1,291.80
14730	173	645-340-44-00	$999.59	$968.86
14730	174	645-340-45-00	$1,291.82	$1,291.80
14730	175	645-340-46-00	$999.59	$968.86
14730	176	645-340-47-00	$1,044.42	$1,044.40
14730	177	645-340-48-00	$1,291.82	$1,291.80
14730	178	645-340-49-00	$997.47	$836.66
14730	179	645-340-50-00	$1,044.42	$1,044.40
14730	A	645-340-51-00	$0.00	$0.00
14730	NA	645-340-52-00	$0.00	$0.00
14730	24	645-341-01-00	$1,003.98	$973.14
14730	25	645-341-02-00	$1,049.05	$1,049.04
14730	26	645-341-03-00	$1,003.98	$973.14
14730	27	645-341-04-00	$1,297.51	$1,297.50
14730	28	645-341-05-00	$1,049.05	$1,049.04
14730	29	645-341-06-00	$1,297.51	$1,297.50
14730	30	645-341-07-00	$1,010.73	$979.70
14730	31	645-341-08-00	$1,306.28	$1,306.26
14730	32	645-341-09-00	$1,056.13	$1,056.12
14730	33	645-341-10-00	$1,306.28	$1,306.26
14730	34	645-341-11-00	$1,010.73	$979.70
14730	35	645-341-12-00	$1,306.28	$1,306.26
14730	36	645-341-13-00	$927.83	$899.42
14730	37	645-341-14-00	$925.30	$776.72
14730	38	645-341-15-00	$927.83	$899.42
14730	39	645-341-16-00	$969.60	$969.58
14730	40	645-341-17-00	$1,056.13	$1,056.12
14730	41	645-341-18-00	$999.59	$968.86
14730	42	645-341-19-00	$1,291.82	$1,291.80
14730	43	645-341-20-00	$997.47	$836.66
14730	44	645-341-21-00	$1,216.57	$1,216.56
14730	45	645-341-22-00	$1,291.82	$1,291.80
14730	46	645-341-23-00	$999.59	$968.86
14730	47	645-341-24-00	$1,291.82	$1,291.80
14730	48	645-341-25-00	$1,044.42	$1,044.40
14730	49	645-341-26-00	$1,291.82	$1,291.80
14730	50	645-341-27-00	$999.59	$968.86
14730	51	645-341-28-00	$1,044.42	$1,044.40
14730	52	645-341-29-00	$999.59	$968.86
14730	53	645-341-30-00	$1,216.57	$1,216.56

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14730	54	645-341-31-00	$983.58	$983.58
14730	55	645-341-32-00	$1,216.57	$1,216.56
14730	56	645-341-33-00	$941.19	$912.42
14730	91	645-341-34-00	$1,216.57	$1,216.56
14730	92	645-341-35-00	$941.19	$912.42
14730	93	645-341-36-00	$941.19	$912.42
14730	94	645-341-37-00	$1,216.57	$1,216.56
14730	95	645-341-38-00	$983.58	$983.58
14730	96	645-341-39-00	$1,216.57	$1,216.56
14730	97	645-341-40-00	$983.58	$983.58
14730	98	645-341-41-00	$941.19	$912.42
14730	99	645-341-42-00	$983.58	$983.58
14730	100	645-341-43-00	$1,216.57	$1,216.56
14730	101	645-341-44-00	$983.58	$983.58
14730	123	645-341-45-00	$983.58	$983.58
14730	124	645-341-46-00	$1,216.57	$1,216.56
14730	125	645-341-47-00	$983.58	$983.58
14730	126	645-341-48-00	$941.19	$912.42
14730	127	645-341-49-00	$1,216.57	$1,216.56
14730	128	645-341-50-00	$983.58	$983.58
14730	129	645-341-51-00	$1,216.57	$1,216.56
14730	130	645-341-52-00	$941.19	$912.42
14730	131	645-341-53-00	$1,044.42	$1,044.40
14730	132	645-341-54-00	$997.47	$836.66
14730	133	645-341-55-00	$1,291.82	$1,291.80
14730	134	645-341-56-00	$1,010.73	$979.70
14730	135	645-341-57-00	$1,056.13	$1,056.12
14730	136	645-341-58-00	$1,306.28	$1,306.26
14730	137	645-341-59-00	$1,010.73	$979.70
14730	138	645-341-60-00	$1,056.13	$1,056.12
14730	139	645-341-61-00	$1,008.39	$846.06
14730	140	645-341-62-00	$1,306.28	$1,306.26
14730	141	645-341-63-00	$1,056.13	$1,056.12
14730	142	645-341-64-00	$1,306.28	$1,306.26
14730	143	645-341-65-00	$1,056.13	$1,056.12
14730	144	645-341-66-00	$1,306.28	$1,306.26
14730	145	645-341-67-00	$1,056.13	$1,056.12
14730	146	645-341-68-00	$1,056.13	$1,056.12
14730	147	645-341-69-00	$0.00	$0.00
14730	148	645-341-70-00	$1,010.73	$979.70
14730	149	645-341-71-00	$1,306.28	$1,306.26
14730	150	645-341-72-00	$1,056.13	$1,056.12

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Community Facilities District No. 3

Fiscal Year 2019/2020 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14730	151	645-341-73-00	$1,297.51	$1,297.50
14730	152	645-341-74-00	$1,003.61	$923.82
14730	B	645-341-75-00	$0.00	$0.00
14730	F	645-341-76-00	$0.00	$0.00
14730	G	645-341-77-00	$0.00	$0.00
14730	57	645-342-01-00	$983.58	$983.58
14730	58	645-342-02-00	$1,216.57	$1,216.56
14730	59	645-342-03-00	$941.19	$912.42
14730	60	645-342-04-00	$938.44	$787.92
14730	61	645-342-05-00	$1,216.57	$1,216.56
14730	62	645-342-06-00	$941.19	$912.42
14730	63	645-342-07-00	$941.19	$912.42
14730	64	645-342-08-00	$1,216.57	$1,216.56
14730	65	645-342-09-00	$941.19	$912.42
14730	66	645-342-10-00	$1,216.57	$1,216.56
14730	67	645-342-11-00	$941.19	$912.42
14730	68	645-342-12-00	$1,216.57	$1,216.56
14730	69	645-342-13-00	$983.58	$983.58
14730	70	645-342-14-00	$938.44	$787.92
14730	71	645-342-15-00	$1,216.57	$1,216.56
14730	72	645-342-16-00	$941.19	$912.42
14730	73	645-342-17-00	$983.58	$983.58
14730	74	645-342-18-00	$1,216.57	$1,216.56
14730	75	645-342-19-00	$983.58	$983.58
14730	76	645-342-20-00	$941.19	$912.42
14730	77	645-342-21-00	$1,216.57	$1,216.56
14730	78	645-342-22-00	$983.58	$983.58
14730	79	645-342-23-00	$1,216.57	$1,216.56
14730	80	645-342-24-00	$1,216.57	$1,216.56
14730	81	645-342-25-00	$941.19	$912.42
14730	82	645-342-26-00	$1,216.57	$1,216.56
14730	83	645-342-27-00	$941.19	$912.42
14730	84	645-342-28-00	$941.19	$912.42
14730	85	645-342-29-00	$1,216.57	$1,216.56
14730	86	645-342-30-00	$941.19	$912.42
14730	87	645-342-31-00	$1,216.57	$1,216.56
14730	88	645-342-32-00	$941.19	$912.42
14730	89	645-342-33-00	$1,216.57	$1,216.56
14730	90	645-342-34-00	$938.44	$787.92
14730	102	645-342-35-00	$1,216.57	$1,216.56
14730	103	645-342-36-00	$983.58	$983.58
14730	104	645-342-37-00	$1,216.57	$1,216.56

EXHIBIT A

San Ysidro School District

Community Facilities District No. 3

Fiscal Year 2019/2020 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14730	105	645-342-38-00	$941.19	$912.42
14730	106	645-342-39-00	$1,216.57	$1,216.56
14730	107	645-342-40-00	$941.19	$912.42
14730	108	645-342-41-00	$1,216.57	$1,216.56
14730	109	645-342-42-00	$938.44	$787.92
14730	110	645-342-43-00	$941.19	$912.42
14730	111	645-342-44-00	$1,216.57	$1,216.56
14730	112	645-342-45-00	$941.19	$912.42
14730	113	645-342-46-00	$941.19	$912.42
14730	114	645-342-47-00	$1,216.57	$1,216.56
14730	115	645-342-48-00	$1,216.57	$1,216.56
14730	116	645-342-49-00	$941.19	$912.42
14730	117	645-342-50-00	$941.19	$912.42
14730	118	645-342-51-00	$941.19	$912.42
14730	119	645-342-52-00	$941.19	$912.42
14730	120	645-342-53-00	$941.19	$912.42
14730	121	645-342-54-00	$1,216.57	$1,216.56
14730	122	645-342-55-00	$938.44	$787.92
14730	C	645-342-56-00	$0.00	$0.00
14730	D	645-342-57-00	$0.00	$0.00
14730	H	645-342-58-00	$0.00	$0.00
14900	1	645-370-01-00	$941.19	$912.42
14900	2	645-370-02-00	$983.58	$983.58
14900	3	645-370-03-00	$983.58	$983.58
14900	4	645-370-04-00	$941.19	$912.42
14900	5	645-370-05-00	$983.58	$983.58
14900	6	645-370-06-00	$983.58	$983.58
14900	9	645-370-09-00	$983.58	$983.58
14900	10	645-370-10-00	$983.58	$983.58
14900	11	645-370-11-00	$941.19	$912.42
14900	12	645-370-12-00	$941.19	$912.42
14900	13	645-370-13-00	$983.58	$983.58
14900	14	645-370-14-00	$983.58	$983.58
14900	15	645-370-15-00	$941.19	$912.42
14900	16	645-370-16-00	$983.58	$983.58
14900	17	645-370-17-00	$941.19	$912.42
14900	18	645-370-18-00	$983.58	$983.58
14900	19	645-370-19-00	$941.19	$912.42
14900	20	645-370-20-00	$983.58	$983.58
14900	21	645-370-21-00	$983.58	$983.58
14900	22	645-370-22-00	$941.19	$912.42
14900	23	645-370-23-00	$983.58	$983.58

EXHIBIT A

San Ysidro School District

Community Facilities District No. 3

Fiscal Year 2019/2020 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14900	24	645-370-24-00	$983.58	$983.58
14900	25	645-370-25-00	$941.19	$912.42
14900	26	645-370-26-00	$941.19	$912.42
14900	27	645-370-27-00	$983.58	$983.58
14900	28	645-370-28-00	$941.19	$912.42
14900	29	645-370-29-00	$983.58	$983.58
14900	30	645-370-30-00	$941.19	$912.42
14900	31	645-370-31-00	$983.58	$983.58
14900	32	645-370-32-00	$983.58	$983.58
14900	33	645-370-33-00	$983.58	$983.58
14900	34	645-370-34-00	$941.19	$912.42
14900	35	645-370-35-00	$941.19	$912.42
14900	36	645-370-36-00	$983.58	$983.58
14900	37	645-370-37-00	$983.58	$983.58
14900	38	645-370-38-00	$941.19	$912.42
14900	39	645-370-39-00	$983.58	$983.58
14900	40	645-370-40-00	$941.19	$912.42
14900	41	645-370-41-00	$983.58	$983.58
14900	42	645-370-42-00	$941.19	$912.42
14900	43	645-370-43-00	$983.58	$983.58
14900	44	645-370-44-00	$941.19	$912.42
14900	45	645-370-45-00	$983.58	$983.58
14900	46	645-370-46-00	$983.58	$983.58
14900	47	645-370-47-00	$941.19	$912.42
14730	A	645-370-48-00	$0.00	$0.00
14900	B	645-370-49-00	$0.00	$0.00
14900	C	645-370-50-00	$0.00	$0.00
14900	D	645-370-51-00	$0.00	$0.00
14900	E	645-370-52-00	$0.00	$0.00
14900	F	645-370-53-00	$0.00	$0.00
19831	PAR 1	645-370-54-00	$983.58	$983.58
19831	PAR 2	645-370-55-00	$941.19	$912.42
15157	1	645-380-01-00	$0.00	$0.00
15157	2	645-380-02-00	$0.00	$0.00
15157	3	645-380-03-00	$13,363.33	$0.00
15157	4	645-380-04-00	$53,062.87	$0.00
15157	5	645-380-05-00	$13,316.04	$0.00
15157	6	645-380-06-00	$0.00	$0.00
15157	A	645-380-11-00	$0.00	$0.00
20870	PAR 1	645-380-12-00	$0.00	$0.00
20870	PAR 2	645-380-13-00	$0.00	$0.00
15157	PAR 3	645-380-14-00	$0.00	$0.00

EXHIBIT A

San Ysidro School District

Community Facilities District No. 3

Fiscal Year 2019/2020 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
15496	1	645-390-01-00	$221,733.50	$221,733.50
15496	2	645-390-02-00	$2,950.13	$2,919.28
15496	2	645-390-02-00	$210,276.17	$210,276.16
15496	3	645-390-03-00	$29,890.15	$0.00
15496	A	645-390-04-00	$0.00	$0.00
15496	B	645-390-05-00	$0.00	$0.00
15496	C	645-390-06-00	$0.00	$0.00
15496	D	645-390-07-00	$0.00	$0.00
15496	E	645-390-08-00	$0.00	$0.00

Total Parcels	**1,731**
Total Taxable Parcels	**1,569**
Total Maximum Annual Special Tax	**$2,614,637.12**
Total Assigned Special Tax	**$1,886,569.96**

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 11, 2019

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

INITIAL:

☒ Informational
☐ Action

AGENDA ITEM: GOVERNMENTAL ACCOUNTING STANDARDS BOARD (GASB) AND OTHER POST-EMPLOYMENT BENEFITS (OPEB) -STATEMENT NO. 75 REPORT FOR FISCAL YEAR 2018-19

BACKGROUND INFORMATION:
Governmental Accounting Standards Board (GASB) Statement 75 requires that districts determine the post employment benefits obligations every year. The GASB Actuarial Valuation Report summarizes the the San Ysidro School Distrct's Other Post Employment Benefit (OPEB) for the fiscal year ending June 30, 2019 (measured at June 30, 2018). Nyhart prepared this report to meet employer financial accounting requirements under Governmental Accounting Standards Board (GASB) Statement No. 75 (Accounting and Financial Reporting by Employers for Postemployment Benefits Other Than Pensions). To the best of our knowledge, the report presents a fair position of the funded status of the plan in accordance with GASB Statement No. 75.

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

RECOMMENDATION:
Information Only.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

Financial Implications? ☐ Yes ☒ No

Are funds for this item available in the 2019-2020 Budget? ☐ Yes ☐ No

Requisition #

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

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

Superintendent's Office Certification:

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

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 11, 2019

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

FROM:
Human Resources
David Farkas, Executive Director

INITIAL:

☐ Informational
☒ Action

AGENDA ITEM: CERTIFICATED MANAGEMENT CONTRACT/OFFER OF EMPLOYMENT FOR CERTIFICATED ADMINISTRATIVE COACH

BACKGROUND INFORMATION:
Administration recommends approval of the temporary Certificated Management Contract/Offer of Employment for Certificated Administrative Coach effective July 15, 2019.

Name	Position	Location	Effective Date
Heath, Glenn	Certificated Administrative Coach	District Office	07/15/19

RECOMMENDATION:
Approve the temporary Certificated Management Contract/Offer of Employment for Glenn Heath as listed above.

LCAP GOAL AND ACTION/SERVICE (please indicate):
Goal #1: Student Achievement – 1.5 Staffing

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

Financial Implications? ☒ Yes ☐ No

Are funds for this item available in the 2019-2020 Budget? ☒ Yes ☐ No

Requisition #

See contract	General	--
(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
TEMPORARY CERTIFICATED MANAGEMENT CONTRACT/OFFER OF EMPLOYMENT

Glenn Heath
4450 Scenic Lane
La Mesa, CA 91941

The Board of Trustees hereby offer you employment in the management position, Certificated Administrative Coach for various administrative positions on the terms and conditions set forth herein. This offer is conditioned upon the following:

1. Your salary for service during the school year in the above named position will be at a daily rate of **$609.84.**

2. Your interim service in the above named position will begin July 15, 2019. Your work calendar will be 2-5 days per month.. Your employment may be terminated at any time, with or without cause, at the discretion of the Board.

3. As Certificated Administrative Coach you will be responsible for providing coaching and training to certificated administrators including principals, assistant principals, and the new Executive Director of Human Resources.

4. This offer of employment is made subject to the laws of California and to the lawful rules of the State Board of Education and of the Governing Board of the San Ysidro School District affecting the terms and conditions of employment by Governing Board of School Districts. Said laws and rules are hereby made a part of the terms and conditions of this offer of employment, the same as though they had been expressly set forth herein.

5. Said salary shall not exceed $35,000 which is less than the allowable STRS income limitations which is $46,451 for the 2019-2020 school year. A work calendar is to be completed identifying work days. District is required to report earnings to CalSTRS no less than 45 days following each pay period.

6. Said salary may be adjusted during the term of this contract by the mutual consent of both parties.

7. As a condition of employment, you are required to possess and maintain the appropriate California Certification authorizing the services to which you are assigned.

8. All offers of employment are subject to and contingent upon the completion of a criminal background check by the California Department of Justice. Convictions of certain crimes, including, but not limited to, sex and controlled substance offenses and serious and violent felonies, as specified in the California Education and Penal Codes, will bar employment with the District and this contract shall become null and void.

9. Prior to rendering service under this offer you must file with the Personnel Services Office a certificate showing you have been found to be free from active tuberculosis as provided by the California Education Code Section 49406.

10. Pursuant to Education code section 44839.5, you are required to submit a medical certificate on a form furnished by the District showing that you are free from any disabling disease unfitting you to instruct or associate with children prior to beginning your employment with the District.

11. This offer of employment is withdrawn if not accepted within ten days from the date of this offer. This offer is subject to the approval of the Board of Trustees of the District and shall not become final and binding until such approval is given.

Signed: _____
Gina Potter., Superintendent

~~13.5~~

I accept the above offer of employment and the terms and conditions thereof and will report for duty as directed. I have the credentials or certificates authorizing me to serve in the capacity stipulated in this contract. I certify that I am not under contract to any other school district for the period indicated. If the information set forth in the application for employment is not complete and accurate this contract may be canceled by the Governing Board. I agree to comply with and observe all of the provisions of the rules and regulations prescribed by the Governing Board of the School District and follow the orders of the Administration of the School District relating to my employment. I understand that my signature below placed me under contract with the San Ysidro School District for the period indicated.

DATE:_____ SIGNED:_____
Glenn Heath

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 11, 2019

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

FROM:
Human Resources
David Farkas, Executive Director

INITIAL:

☐ Informational
☒ Action

AGENDA ITEM: SECOND READING AND ADOPTION OF REVISED BOARD POLICIES AND ADMINISTRATIVE REGULATIONS – 4000 SERIES

BACKGROUND INFORMATION:
The San Ysidro School District has a current agreement with the California School Boards Association (CSBA) for the maintenance of its Board Policy manual. This subscription service provides policy updates and ongoing consulting and word processing services.

Governing Boards are responsible for the development and compliance of its board policies. They are responsible for adopting and revising policies in keeping with new laws and legislation that impact specific policies and administrative regulations.

UNDER SEPARATE COVER

RECOMMENDATION:
Approve the second reading and adoption of revised Board Policies and Administrative Regulations – 4000 series.

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 2019-2020 Budget?	Requisition #
☐ Yes ☒ No	☐ Yes ☐ No	

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

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

Superintendent's Office Certification:

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

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 11, 2019

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

FROM:
Educational Services
Manuela Colom, Executive Director

INITIAL:
☐ Informational
☒ Action

AGENDA ITEM: SECOND READING AND ADOPTION OF REVISED BOARD POLICES AND ADMINISTRATIVE REGULATIONS – 6000 SERIES

BACKGROUND INFORMATION:
The San Ysidro School District has a current agreement with the California School Boards Association (CSBA) for the maintenance of its Board Policy manual. This subscription service provides policy updates and ongoing consulting and word processing services.

Governing Boards are responsible for the development and compliance of its board policies. They are responsible for adopting and revising policies in keeping with new laws and legislation that impact specific policies and administrative regulations.

Under Separate Cover

RECOMMENDATION:
Approve the second reading and adoption of revised Board Policies and Administrative Regulations – 6000 series.

LCAP GOAL AND ACTION/SERVICE:
N/A

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

Financial Implications? ☐ Yes ☒ No

Are funds for this item available in the 2019-2020 Budget? ☐ Yes ☐ No

Requisition #

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

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

Superintendent's Office Certification:

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

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 11, 2019

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

FROM:
Business Services,
Marilyn Adrianzen,
Chief Business Official

INITIAL: MA

☐ Informational
☒ Action

AGENDA ITEM: SECOND READING AND ADOPTION OF REVISED BOARD POLICIES AND ADMINISTRATIVE REGULATIONS – 7000 SERIES

BACKGROUND INFORMATION:

The San Ysidro School District has a current agreement with the California School Boards Association (CSBA) for the maintenance of its Board Policy manual. This subscription service provides policy updates and ongoing consulting and word processing services.

Governing Boards are responsible for the development and compliance of its board policies. They are responsible for adopting and revising policies in keeping with new laws and legislation that impact specific policies and administrative regulations.

UNDER SEPARATE COVER

RECOMMENDATION:

Approve the second reading and adoption of revised Board Policies and Administrative Regulations – 7000 series.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

Financial Implications? ☐ Yes ☒ No

Are funds for this item available in the 2019-2020 Budget? ☐ Yes ☐ No

Requisition #:

N/A	N/A	--
(Amount)	(Name of funding source and/or location)	(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: July 11, 2019

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

FROM:
Human Resources
David Farkas, Executive Director

INITIAL: DF

☐ Informational
☒ Action

AGENDA ITEM: EMPLOYEE ATTENDANCE INCENTIVE

BACKGROUND INFORMATION:
Per The San Ysidro Education Association Collective Bargaining Agreement Article 8.A.7, unit members who have perfect attendance at the end of the fiscal year will receive a bonus of five hundred dollars ($500). There are 7 certificated employees who had perfect attendance during the 2018-2019 school year.

RECOMMENDATION:
Approve the attendance incentive for the 7 certificated employees listed on the attached sheet.

LCAP GOAL AND ACTION/SERVICE (please indicate):
Goal #1: Student Achievement – 1.5 Staffing

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

Financial Implications?	Are funds for this item available in the 2019-2020 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$3,500	Donations	--
(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 Education Association Employee Attendance Incentive 2018-2019

The following employees will be compensated for perfect attendance in the July paycheck $500.00:

1. Crespo, Judith
2. Direen, Michael
3. Hills, Christine
4. Mayer, Sylvia
5. Murray, Mei-Ling
6. Portillo, Maggy
7. Sherman, Gregory

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 11, 2019

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

FROM:
Human Resources
David Farkas, Executive Director

INITIAL:

☐ Informational
☒ Action

AGENDA ITEM: REVISED MANAGEMENT SALARY SCHEDULE

BACKGROUND INFORMATION:
Administration recommends revising the management salary schedule to reflect the new Director of Educational Services position.

RECOMMENDATION:
Approve/ratify the revised Management Salary Schedule effective July 1, 2019.

LCAP GOAL AND ACTION/SERVICE (please indicate):
Goal #1: Student Achievement – 1.5 Staffing

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

Financial Implications? ☐ Yes ☒ No

Are funds for this item available in the 2019-2020 Budget? ☐ Yes ☐ No

Requisition #

--	--	--
(Amount)	(Name of funding source and/or location)	(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

Certificated Management Salary Schedule

* Longevity is applied to current placement on Management Salary Schedule

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

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 11, 2019

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

FROM:
Maintenance, Operations, Transportation & Facilities
Paulo Azevedo, Director

INITIAL:
☐ Informational
☒ Action

AGENDA ITEM: SCHOOL BUS STOPS FOR 2019-20

BACKGROUND INFORMATION:
Pursuant to California Code of Regulations Title 13, Section 1238(a), designated school bus stops made for receiving and discharging pupils shall be designated by the school district superintendent.

The District desires to provide for the safe and efficient transportation of students to and from school as necessary to ensure student access to the educational program, promote regular attendance and reduce tardiness.

The Transportation Department has designed transportation routes and stops within District boundaries that promote student safety and maximize efficiency in the use of buses. The number of available vehicles owned and operated by the District is limited and the proposed bus stops would better serve the needs of students.

RECOMMENDATION:
Approve the 2019/2020 designated bus stops for the San Ysidro School District to include one additional stop.

LCAP GOAL AND ACTION/SERVICE (please indicate):
Goal No. 2: Base Services and Safety
2.1 Maintain basic operating services of the district including MOT personnel, transportation, contracted services, and utilities.

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

Financial Implications? ☐ Yes ☒ No

Are funds for this item available in the 2019-2020 Budget? ☐ Yes ☐ No

Requisition #

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

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

Superintendent's Office Certification:

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

2019/2020 San Ysidro Bus Stops

BUS STOPS	LOCATIONS SERVED
DEL SUR BLVD & CAITHNESS DR	ANTARES DR
	ATHEY AVE
	BEYER BLVD
	BIG DIPPER WAY
	BOYSENBERRY CT
	CAITHNESS DR
	CHERRY TREE PL
	FRUITLAND PLACE
	GRAPEFRUIT CT
	GREENAPPLE WAY
	LITTLE DIPPER WAY
	RASPBERRY PL
	SHOOTING STAR CT
	SHOOTING STAR DR
SUNSET LOADING ZONE	ALVERSON RD
	AVERIL RD
	BLACKSHAW LN
	COTTONWOOD RD
	PEACEFUL CT
	PEARL LN
	SMYTHE AVE
	SOUTH VISTA LN
SERVANDO AVE/ BLUEHAVEN CT	BLUEHAVEN CT
	SERVANDO AVE
WILLOW LOADING ZONE	ANELLA RD
	BIBLER DR
	CALLE PRIMERA
	CAMINO DE LA PLAZA
	CORAL CREST WAY
	CORAL GATE LANE
	CORAL SHORES CT
	CORAL SHORES CT
	DEAVERS LANE

BUS STOPS	LOCATIONS SERVED
HALL AVE/ E. PARK AVE	BLANCHE ST
	CYPRESS DR
	E. HALL AVE
	E. OLIVE DR
	E. PARK AVE
	E. SEAWARD AVE
	MAIN ST
	PEPPER DR
	SELLSWAY ST
	TENNIE ST
	W. HALL AVE
	W. PARK AVE
E. BEYER BLVD/ MESA AVE	BOLTON HALL RD
	CENTER ST
	DELANY DR
	E. BEYER BLVD
	ENCHANTED PL
	ENRIGHT DR
	FANTASY LANE
	HILL ST
	MESA AVE
	SANGER PL
CARBINE WAY/ BERETTA PL	CARBINE WAY
	CIMARRON WAY
	CLANTON PLACE
	FOOTHILL RD
	HAWKEN DR
	LEMAT PL
	MASTERSON LANE
	REMINGTON HILLS DR
	RIDGELINE CT
	WYATT COURT
	WYATT PLACE

2019/2020 San Ysidro Bus Stops

BUS STOPS	LOCATIONS SERVED
WILLOW LOADING ZONE (Continued)	FIX CT
	GLANCY DR
	GLANCY DR
	HIRES WAY
	JANSE WAY
	LYNCH LANE
	MAGUIRE RD
	NAYLOR RD
	OFEEKE ST
	QUILALANG COURT
	SIPES LANE
	SUNRISE DR
	SYCAMORE RD
	TRIDLE WAY
	VIA DE SAN YSIDRO
	WILLOW RD
	WITTMAN WAY
LA MIRADA LOADING ZONE	AVENIDA DE LA CRUZ
	AVENIDA DE LA MADRID
	BLANDO CT
	BLANDO LANE
	BLANDO LANE
	CALLE DE LA ALIANZA
	CAMINO DE LAS SONRISAS
	CAMINO DE PROGRESSO
	CAMINO ESPERANZA
	DIZA RD
	ELIVO CT
	LA MARIQUETA SENDA
	LAS BUJIAS CORTE
	LASHLEE LANE
	MT. CARMEL DR
	NORTH LANE

BUS STOPS	LOCATIONS SERVED
RIVIERA SHORES/ DEL SOL BLVD	AVENIDA AQUILA
	AVENIDA HALLEY
	CASA DEL SOL CT
	CASA NOVA CT
	CASSIOPEIA LANE
	CELESTIAL WAY
	NORTHERN MOON
	PACIFIC RIVIERA WAY
	PASEO AURORA
	PASEO ORION
	RIVIERA POINTE ST
	RIVIERA SHORES ST
	RIVIERA SUMMIT RD
	STARRY WAY
CALIENTE AVE/ AIRWAY RD	SAN EUGENIO
	SAN JOVANI
	SAN ROBERTO
	SAN VICTORIA
	SAN VIRGILIO
	SANTA ALICIA
	SANTA GLORIA
	SANTA REGINA
	SANTA ROSA
	SANTA SABINE
	SANTA SOFIA
CRESCENT BAY/ OTAY MESA RD	BAY CREST LANE
	BLUE HORIZON POINT
	CRESCENT BAY DR
	CRYSTAL BLUFF CT
	EMERALD CLIFF POINT
	SALTAIRE PLACE
	SANDBAR COVE WAY
	SUNRISE BLUFF DR

2019/2020 San Ysidro Bus Stops

BUS STOPS	LOCATIONS SERVED
LA MIRADA LOADING ZONE (Continued)	PADRE TULLIO DR
	PADUA HILLS PL
	PASEO FRATENIDAD
	VIA DE LA BANDOLA
	VIA DE LA MELODIA
	VIA DEL BARDO
	VIA DEL MESONERO
HIDDEN TRAILS RD/ OVH PARKWAY	ANGLER PL
	AQUA COVE
	BERYL COVE PT
	EMERALD CREST CT
	GULL COVE
	HIDDEN TRAILS RD
	LEEWARD ISLE POINT
	MAR REEF COVE
	OCEAN GATE LANE
	SEA GREEN PLACE
	SEA STRAND LANE
	SEAGLEN WAY
	SURFRIDER WAY
LYNDHURST TERR/ EBBTIDE WAY	BARDSLEY CT
	BELLE CREST WAY
	BRIARPOINT PL
	CAMBERLEY CT
	EBBTIDE WAY
	ESSINGTON CT
	FALCONHURST TERR
	GOLDEN SANDS PL
	HEATHBROOK CT
	KENTMERE TERR
	LYNDHURST TERR
	SILVER SHOALS POINT

BUS STOPS	LOCATIONS SERVED
1036 DENNERY RD (CASOLEIL APTS)	DENNERY RD
SMYTHE LOADING ZONE	FOOTHILL RD
OVH LOADING ZONE	AVALON VISTA CT
	AVENIDA PLAYA DEL SOL
	ANCHOR COVE
	BEACHSIDE LN
	CALLE GARBALDI
	CALLE ROCKFISH
	CALLE SAND ARCH
	CALLE SANDBAR
	CALLE SANDCLIFF
	CALLE SANDWAVES
	CALLE SEABASS
	CASTAWAY COVE
	COMPASS WAY
	COVE VIEW PL
	COVE VIEW WAY
	CRYSTAL COVE
	EMERALD COVE
	LIGHTHOUSE VIEW PL
	MARINER DR
	OPAL COVE
	PARSONS LANDING
	PASEO SEA BREEZE
	PASEO SEA CLIFF
	PASEO SEA GRASS
	PASEO SEASHORE
	PORTSIDE PL
	SEA BIRD WAY
	SEA CORAL DR
	SEA DRIFTWAY
	SEA LILY CT

2019/2020 San Ysidro Bus Stops

BUS STOPS	LOCATIONS SERVED	BUS STOPS	LOCATIONS SERVED
[redacted]	[redacted]	OVH LOADING ZONE (Continued)	SEA MAID CT
			SEA REEF DR
			SEA REEF PL
			SEA ROBIN CT
			SEA URCHIN DR
			SEA WATER LN
			SEAFIELD PL
			SPINNAKER PT TERR
			STAR FISH WAY
			SUNSET CROSSING PT
			SURF CLIFF PT
			SURF CREST DR
			SURF POINT WAY
			SURF SHOAL PT
			SURFBREAKER PT
			SURFSIDE DR
			SURFTIDE LN
			SURFWOOD LN
			WESTPORT VIEW DR

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

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

BOARD MEETING DATE: July 11, 2019

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

INITIAL: MA

☐ Informational
☒ Action

AGENDA ITEM: AB1200 FOR CERTIFICATED/CLASSIFIED MANAGEMENT AND CLASSIFIED CONFIDENTIAL STAFF

BACKGROUND INFORMATION:
As required under AB1200, the District has submitted an AB1200 for certificated/classified management and classified confidential staff for the period of July 1, 2018 through June 30, 2019 to the San Diego County Office of Education for review.

RECOMMENDATION:
Approve the submittal of AB1200 to the San Diego County Office of Education for certificated/classified management and classified confidential staff for the period of July 1, 2018 through June 30, 2019.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

Financial Implications?	Are funds for this item available in the 2019-2020 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

2018-19 COMPENSATION INCREASE $105,717.94 (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

Disclosure of Collective Bargaining Agreement

In Accordance with AB 1200 (Statutes of 1991, Chapter 1213);
GC § 3547.5 (Statutes of 2004, Chapter 52)

San Ysidro School District

Name of Bargaining Unit: Certificated/Classified Management and Classified Confidential Certificated: _____ Classified: _____

The proposed agreement covers the period: Beginning: 7/7/2018 Ending: 6/30/2019

This agreement will be acted upon by the Governing Board at its meeting on: July 11, 2019 (Date)

A. Proposed Change in Compensation

Compensation	Cost Prior to Proposed Agreement (a) $	Fiscal Impact of Proposed Agreement: Current Year 2018 - 2019 (b) $	(c) %	Year 2 2019 - 2020 (b) $	(c) %	Year 3 2020 - 2021 (b) $	(c) %
1. **Step & Column** - Increase (Decrease) due to movement plus any changes due to settlement	$4,306,506.00	$0.00	0.00%		0.00%		0.00%
2. **Salary Schedule** - Increase (Decrease)	$4,306,506.00	$86,130.12	2.00%		0.00%		0.00%
3. **Other Compensation** - Increase (Decrease) in Stipends, Bonuses, etc.	$4,306,506.00	$0.00	0.00%		0.00%		0.00%
4. **Statutory Benefits** - Increase (Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc.	$979,391.00	$19,587.82	2.00%		0.00%		0.00%
5. **Health/Welfare Benefits** - Increase (Decrease)							
6. **Total Compensation** - Increase (Decrease) Total Lines 3(a), 4(a), 5(a)	$5,285,897.00	$105,717.94	2.00%	$0.00	0.00%	$0.00	0.00%
7. **Total Number of Represented Employees**	31.00	31.00					
8. **Total Compensation Cost for Average Employee** - Increase (Decrease)	$170,512.81	$3,410.26	2.00%				

Impact on other Funds: _____

A. **Provide a brief narrative of the proposed change in compensation, including percentage change(s), effective date(s), and comments and explanations as necessary:**

The certificated/classified management and classified confidential salary schedule shall increased by 2% effective July 1, 2018. This increase is for 2018-19 only.

B. **Proposed Negotiated Changes in Non-Compensation Items** (class size adjustments, staff development days, teacher prep time, etc.)

C. **What are the specific impacts on instructional/support programs to accommodate the settlement?** Include the impact of non-negotiated changes such as staff reductions and program reductions/eliminations.

D. What contingency language is included in the proposed agreement? Include specific areas identified for reopeners, applicable fiscal years, and specific contingency language.

E. Source of Funding for Proposed Agreement

1. Current Year – General Fund, Child Development Fund and Cafeteria Fund

2. How will the ongoing cost of the proposed agreement be funded in future years?
The ongoing cost will be funded by the General Fund, the Child Development Fund and the Cafeteria Fund.

3. If multi-year agreement, what is the source of funding, including assumptions used, to fund these obligations in future years? (Remember to include compounding effects in meeting obligations)
The compensation increase of 2% is for fiscal year 2018-19 only.

F. Impact of Proposed Agreement on Current Year Unrestricted Reserves

1. State Reserve Standard

a. Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	$62,785,035
b. State Standard Minimum Reserve Percentage for this District	3.00%
c. Projected P-2 ADA	4,351.32
d. State Standard Minimum Reserve Amount for this District *(Line 1a times Line 1b, or $50,000, whichever is greater, for a district with less than 1,001 ADA)*	$1,883,551.05

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a. General Fund Budgeted Unrestricted Designated for Economic Uncertainties	$1,883,551.00
b. General Fund Budgeted Unrestricted Unappropriated Amount	$0.90
c. Special Reserve Fund 17-Bugeted Designated for Economic Uncertainties	$0.00
d. Special Reserve Fund 17-Budgeted Unappropriated Amount	$0.00
e. Total District Budgeted Unrestricted Reserves	$1,883,551.90

3. Do unrestricted reserves meet the state standard minimum reserve amount? **Yes** No

G. Certification

The information provided in this document summarized the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement in accordance with the requirements of AB 1200 and Government Code § 3547.5.

We hereby certify that the costs incurred by the school district under this agreement can be met by the district during the term of the agreement.

_____ _____

Gina A. Potter, Ed.D., Superintendent (Signature) — Date

_____ _____

Marilyn Adrianzen, Chief Business Official (Signature) — Date

Contact Person: _____ Telephone No.: _____

Revised: 06/06

Supplement

H. Impact of Proposed Agreement on Current Year Operating Budget*

Date of governing board approval of budget revisions in Col. 2: May 9, 2019
in accordance with Education Code § 42142 and Government Code § 3547.5

Provide a copy of board-approved budget revisions and board minutes. In addition, provide two expenditure reports generated by the district's financial system: one showing the budget by major object before the changes and a second showing the budget by major object after the changes.

If the board-approved revisions are different from the proposed budget adjustments in Col. 2, provide a revised report upon approval of the district governing board.

	(Col. 1) Latest Board-Approved Budget Before Settlement as of (insert date) 5/9/2019	(Col. 2) Adjustments as a Result of Settlement	(Col. 3) Other Revisions	(Col. 4) (Cols. 1 + 2 + 3) Total Impact on Budget
REVENUES:				
Revenue Limit Sources (8010-8099)	47,749,544			47,749,544
Remaining Revenues (8100-8799)	11,420,271			11,420,271
TOTAL REVENUES	59,169,815	0	0	59,169,815
EXPENDITURES:				0
1000 Certificated Salaries	23,454,437	26,568		23,481,005
2000 Classified Salaries	9,828,085	59,562		9,887,647
3000 Employee Benefits	13,636,799	19,588		13,656,387
4000 Books and Supplies	4,324,874			4,324,874
5000 Services and Operating Expenses	6,935,936			6,935,936
6000 Capital Outlay	3,087,274			3,087,274
7000 Other	1,517,630			1,517,630
TOTAL EXPENDITURES	62,785,035	105,718	0	62,890,753
OPERATING SURPLUS (DEFICIT)	(3,615,220)	(105,718)	0	(3,720,938)
OTHER SOURCES AND TRANSFERS IN				0
OTHER USES AND TRANSFERS OUT				0
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	(3,615,220)	(105,718)	0	(3,720,938)
BEGINNING BALANCE	10,768,436			10,768,436
CURRENT YEAR-ENDING BALANCE	7,153,216	(105,718)		7,047,498
COMPONENTS OF ENDING BALANCE:				
Nonspendable (9711-9719)	13,433			13,433
Restricted (9740)	2,175,740			2,175,740
Committed (9750/9760)				0
Assigned (9780)	3,080,491	(105,718)		2,974,773
Reserve Economic Uncertainties (9789)	1,883,551			1,883,551
Unassigned/Unappropriated (9790)	1			1

If the total amount of the adjustment in Column 2 does not agree with the amount of the total cost shown on page 1, please explain:

13.12
Page 6 of 8

DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

GENERAL INSTRUCTIONS

- Please submit this form to the county superintendent of schools and make available to the public for review at least ten (10) working days prior to the date the governing board will take action on the proposed bargaining agreement.

- Separate documents must be completed for each collective bargaining agreement, but if more than one agreement is discussed at the same time, you may summarize the financial impact of "all" agreements on page 4 (supplement).

- Include, as applicable, *Cost Prior to Proposed Agreement, Current Year, Year 2 and Year 3* information for the period covered in the proposed agreement. For example, for a 2-year multi-year agreement, complete *Cost Prior to Proposed Agreement, Current Year* and *Year 2*.

- Any time a contract is reopened with a financial impact on "any area of compensation," a disclosure of the proposed agreement must be made.

- The specific manner in which the public is made aware of the proposed agreement and its availability for public inspection and review is at the discretion of the local district.

- The governing board shall adopt revisions to its budget needed in the current fiscal year to fulfill the terms of the collective bargaining agreement within 45 days of adoption (EC § 42142). Provide a copy of the board-approved budget revisions and board minutes to the county office. In addition, provide two expenditure reports generated by the district's financial system: one showing the budget by major object before the changes and a second showing the budget by major object after the changes.

- All revisions to the budget needed in the current fiscal year to meet the costs of the collective bargaining agreement shall be adopted no later than the statutory deadline for certification of the next interim report by the county superintendent of schools (GC § 3547.5, EC § 42131).

SPECIFIC INSTRUCTIONS FOR COMPLETION

PROPOSED CHANGE IN COMPENSATION

1. Step and Column

   a. Cost Prior to Proposed Agreement: Enter the total annual cost of all salaries for the bargaining unit prior to the proposed agreement. Remove any "one-time" bonuses or payments that were paid in prior year, if applicable.
   b. $: Enter the annual increase cost of *Step and Column* movement on the *Salary Schedule* for the affected bargaining unit.
   c. %: Divide the annual cost of *Step and Column*, Line 1(b), by the *Cost Prior to Proposed Agreement*, Line 1(a).

2. Salary Schedule

   a. Cost Prior to Proposed Agreement: Enter the amount from Line 1(a) plus Line 1(b).
   b. $: Enter the annual $ amount of the proposed change in the *Salary Schedule*.

3. Other Compensation

Description: Indicate specific changes in *Other Compensation* for the current year. For example: 1% off schedule or $200/employee. For *Year 2* and *Year 3*, explain in "Comments" section, if applicable.

a. Cost Prior to Proposed Agreement: Enter the amount from Line 2(a).
b. $: Enter the annual amount of the proposed change in *Other Compensation*.
c. %: Divide the amount by the *Cost Prior to the Proposed Agreement*, Line 3(a).

4. Statutory Benefits

a. Cost Prior to Proposed Agreement: Enter the total prior year cost of *Statutory Benefits* of the bargaining unit prior to the proposed agreement. If applicable, exclude any "one-time" benefit costs that would not carry over to current year.
b. $: Enter the amount of the proposed change in *Statutory Benefits* resulting from changes in *Salary Schedule, Step and Column*, and *Other Compensation* reported on Line 1(b) through Line 3(b).
c. %: Divide Line 4(b) by the amount of dollars shown in *Cost Prior to Proposed Agreement*, Line 4(a).

5. Health/Welfare Benefits

a. Cost Prior to Proposed Agreement: Enter the total annual cost of *Health/Welfare Benefits* of the bargaining unit prior to the proposed agreement. If applicable, exclude any "one-time" costs that would not carry over to current year.
b. $: Enter the amount of the proposed change in *Health/Welfare Benefits*, resulting from the affected bargaining unit agreement.
c. %: Divide Line 5(b) by the amount of dollars shown in *Cost Prior to Proposed Agreement* Line 5(a).

6. Total Compensation

a. Cost Prior to Proposed Agreement: Total Lines 3(a), 4(a), and 5(a).
b. $: Total Lines 1(b), 2(b), 3(b), 4(b), and 5(b).
c. %: Divide the total by *Cost Prior to Proposed Agreement*, Line 6(a).

7. Total Number of Represented Employees

Enter the total full-time equivalent (FTE) employees for the affected bargaining unit for each applicable year.

8. Total Compensation Cost for Average Employee

a. Cost Prior to Proposed Agreement: Divide *Cost Prior to Proposed Agreement*, Line 6(a) by Prior Year FTE Employees, Line 7.
b. $: Divide *Total Compensation*, Line 6(b) by FTE employees, Line 7, for each applicable year.
c. %: Divide *Total Compensation Cost for Average Employee*, Line 8(b) by *Cost Prior to Proposed Agreement*, Line 8(a).

Curriculum & Instruction

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 11, 2019

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

FROM:
Educational Services
Manuela Colom, Executive Director

INITIAL: CG

☐ Informational
☒ Action

AGENDA ITEM: APPROVAL OF SAN YSIDRO SCHOOL DISTRICT INSTRUCTIONAL MATERIALS LIST FOR THE 2019-20 SCHOOL YEAR

BACKGROUND INFORMATION:
In 2000, a lawsuit against the State of California, State Board of Education and California Department of Education claimed that the State failed to provide poor and under privileged students with equal educational opportunities. All California schools are now impacted by the result of the Williams Lawsuit Settlement, enacted into law in September 2004. The law seeks to ensure that all students have equal access to the basics of a quality education, including textbooks and instructional materials, safe and decent school facilities, and qualified teachers. Each year during the first 2 weeks of school, selected schools are visited to ensure that the sites meet all of the requirements of Williams Settlement.

Willow School will be visited at the beginning of the 2019-20 school year. Prior to this visit, the Governing Board needs to approve the list of instructional materials.

RECOMMENDATION:
Approve the San Ysidro School District Instructional Materials/Textbook List for the 2019-20 school year.

LCAP GOAL AND ACTION/SERVICE:
Goal 1: Student Achievement - All students, including English Learners, will improve annually in all content areas.

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

Financial Implications?	Are funds for this item available in the 2019-2020 Budget?	Requisition #
☐ Yes ☒ No	☐ Yes ☐ No	
N/A (Amount)	N/A (Name of funding source and/or location)	-- (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 Instructional Materials 2019 - 2020

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

Third Grade	English Mainstream, SEI, and SDC	English Language Arts Mathematics Science History/Social Science ELD	Benchmark Advance – 2018, Benchmark Step to Advance – 2018 (SDC) McGraw-Hill My Math -- 2016 McMillan/McGraw-Hill California Science--2008 McMillan/McGraw-Hill California Vistas California Communities—2007 Benchmark Advance - 2018
	Dual Language	Language Arts Mathematics Science History/Social Science ELD	Benchmark Advance - 2018, Benchmark Adelante (Spanish) - 2018 McGraw-Hill My Math -- 2016 McMillan/McGraw-Hill California Science—Spanish version—2008 McMillan/McGraw-Hill California Vistas—-Spanish –2007 Benchmark Advance - 2018
Fourth Grade	English Mainstream, SEI, and SDC	English Language Arts Mathematics Science History/Social Science ELD	Benchmark Advance – 2018, Benchmark Step to Advance – 2018 (SDC) McGraw-Hill My Math -- 2016 McMillan/McGraw-Hill California Science--2008 McMillan/McGraw-Hill California Vistas—Our Golden State—2007 Benchmark Advance - 2018
	Dual Language	Language Arts Mathematics Science History/Social Science ELD	Benchmark Advance - 2018, Benchmark Adelante (Spanish) – 2018 McGraw-Hill My Math -- 2016 McMillan/McGraw-Hill California Science English —2008 McMillan/McGraw-Hill California Vistas—Our Golden State–Spanish – 2007 Benchmark Advance - 2018
	Newcomers	English Language Arts Mathematics Science History/Social Science	Benchmark Step To Advance - 2018 McGraw-Hill My Math -- 2016 McMillan/McGraw-Hill California Science--2008 McMillan/McGraw-Hill California Vistas—Our Golden State--2007
Fifth Grade	English Mainstream, SEI, and SDC	English Language Arts Mathematics Science History/Social Science ELD	Benchmark Advance – 2018, Benchmark Step to Advance – 2018 (SDC) McGraw-Hill My Math -- 2016 McMillan/McGraw-Hill California Science--2008 McMillan/McGraw-Hill California Vistas—Making a New Nation—2007 Benchmark Advance - 2018
	Dual Language	Language Arts Mathematics Science History/Social Science ELD	Benchmark Advance - 2018, Benchmark Adelante (Spanish) - 2018 McGraw-Hill My Math -- 2016 McMillan/McGraw-Hill California Science English —2008 McMillan/McGraw-Hill California Vistas—Una Nueva Nacion–Spanish – 2007 Benchmark Advance - 2018
	Newcomers	English Language Arts Mathematics Science History/Social Science	Benchmark Step To Advance - 2018 McGraw-Hill My Math -- 2016 McMillan/McGraw-Hill California Science--2008 McMillan/McGraw-Hill California Vistas—Making a New Nation--2007

Sixth Grade	English Mainstream and SEI	English Language Arts Mathematics Science History/Social Science ELD	Benchmark Advance – 2018, Benchmark Step to Advance – 2018 (SDC) College Board Springboard - 2017 Prentice Hall—California Focus on Earth Science--2008 McMillan/McGraw-Hill California Vistas—Ancient Civilizations –2007 Benchmark Advance - 2018
	Dual Language	Language Arts Mathematics Science History/Social Science ELD	Benchmark Advance - 2018, Benchmark Adelante (Spanish) – 2018 College Board Springboard - 2017 Prentice Hall—California Focus on Earth Science--2008 McMillan/McGraw-Hill California Vistas—Spanish version--Ancient Civilizations –2007 Benchmark Advance - 2018
	Newcomers	English Language Arts Mathematics Science History/Social Science	Benchmark Step To Advance - 2018 College Board Springboard - 2017 Prentice Hall—California Focus on Earth Science--2008 McMillan/McGraw-Hill California Vistas— Ancient Civilizations --2007
Seventh Grade	English Mainstream, SEI, and SDC	English Language Arts Mathematics Science History/Social Science ELD	Amplify ELA + ELD - 2018 College Board SpringBoard - 2017 Prentice Hall—California Focus on Life Science--2008 Holt, Rinehart & Winston—California Social Studies, World History - Medieval to Early Modern Times—2006 Amplify ELA + ELD - 2018
	ELD 1-2	English Language Arts Mathematics Science History/Social Science	Amplify ELA + ELD - 2018 College Board SpringBoard – 2017 Prentice Hall—California Focus on Life Science Holt, Rinehart & Winston—CA Studies, World History--Medieval to Early Modern Times—2006
	ELD 3-4	English Language Arts Mathematics Science History/Social Science	Amplify ELA + ELD - 2018 College Board SpringBoard – 2017 Prentice Hall—California Focus on Life Science Holt, Rinehart & Winston—CA Studies, World History--Medieval to Early Modern Times—2006
	Elective	Spanish	Prentice Hall--Realidades -- 2008

Eighth Grade	English Mainstream, SEI, and SDC	English Language Arts Mathematics Science History/Social Science ELD	Amplify ELA + ELD - 2018 College Board SpringBoard - 2017 Prentice Hall—California Focus on Physical Science--2008 Holt, Rinehart & Winston—California Social Studies, United States History Independence to 1914—----2006 Amplify ELA + ELD - 2018
	ELD 1-2	English Language Arts Mathematics Science History/Social Science	Amplify ELA + ELD - 2018 College Board SpringBoard - 2017 Prentice Hall—California Focus on Physical Science--2008 Holt, Rinehart & Winston—California Social Studies, United States History Independence to 1914-----2006
	ELD 3-4	English Language Arts Mathematics Science History/Social Science	Amplify ELA + ELD - 2018 College Board SpringBoard – 2017 Prentice Hall—California Focus on Physical Science--2008 Holt, Rinehart & Winston—California Social Studies, United States History Independence to 1914-----2006
	Other	Spanish	Prentice Hall--Realidades -- 2008

Revised June 2016; Revisions per Williams team suggestions – August 2016; Revisions per Math adoption – July 2017, Revisions per ELA/ELD adoption – July 2018

NOTE: The following comprehensive ELA instructional materials will be used to instruct grade-level ELA Common Core standards as specified by the San Ysidro School District matrices:

1. Benchmark Advance (including ELD component)
2. Benchmark Adelante
3. Benchmark Steps to Advance
4. Amplify ELA + ELD

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 11, 2019

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

FROM:
Educational Services
Manuela Colom, Executive Director

INITIAL:
☐ Informational
☒ Action

AGENDA ITEM: LICENSES FOR RAZ-PLUS FROM LEARNING A-Z AS SUPPLEMENTAL MATERIALS FOR LITERACY/GUIDED READING

BACKGROUND INFORMATION:

Learning A-Z is an education technology company dedicated to expanding literacy through thoughtfully designed resources like Raz-Plus.

Raz-Plus is a blended learning platform that combines teacher-led whole-class and small-group instruction with technology-enabled resources for personalized reading practice. All resources are accessible online and available in printable, projectable, and digital formats to strengthen the connection between what is being taught and what students independently practice.

- Deliver standards-aligned reading instruction with more than 50,000 resources that develop key 21st century skills.
- Personalize reading practice with more than 3,000 developmentally appropriate leveled books and additional reading resources available in printable, projectable, online, and mobile formats.
- Build comprehension skills and strategies with lesson plans, activity sheets, and quizzes that accompany each leveled book.
- Inform instruction with online, data-driven reports that show individual and class-wide activity and performance.

RECOMMENDATION:

Approve the purchase of Raz-Plus from Learning A-Z as supplemental materials for literacy for the 2019-20 school year a total cost of $30,720.87 from the Title I fund.

LCAP GOAL AND ACTION/SERVICE:

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

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

Financial Implications? ☒ Yes ☐ No

Are funds for this item available in the 2019-2020 Budget? ☒ Yes ☐ No

Requisition #

$30,720.87	Title I Fund	0100-3010000-1110-2420-4300006-061
(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

Learning A-Z

Learning A-Z License Quote

Date: 02/05/19

Todd Lewis
San Ysidro School District
4350 OTAY MESA RD
SAN YSIDRO, CA 92173

619-428-4476
todd.lewis@sysdschools.org

Thank you for requesting a quote from Learning A-Z, Todd Lewis!
Your username is tlewis86
Your reference number is 6918831.
Please include this reference number on your purchase order.

Products	Type	License Terms	List Price	Discounts	Final Cost	Add 1 Year	Add 2 Years
Raz-Plus.com	New	**180** classrooms, **1** year	$35,991.00	-3.00% Base Discount	$30,720.87	$57,007.80	$80,761.05
LAZ WEBINAR TRAINING	Training	**10** sessions	$2,000.00	Complimentary	--	--	--
LAZ ONSITE TRAINING	Training	**3** sessions	$7,500.00	Complimentary	--	--	--

Additional Product Available	Classroom Price
ELL Edition	$60.00/classroom
Science A-Z	$99.95/classroom

	Final Cost	Add 1 Year	Add 2 Years
Discount Amount:	($5,270.13)	($14,974.20)	($27,211.95)
Sales Tax:	**$0.00**	**$0.00***	**$0.00***
YOUR TOTAL COST:	**$30,720.87**	**$57,007.80***	**$80,761.05***

Approved By: Aaron Ingold on 02/05/2019

(*) Taxes (if applicable) to be calculated at time of purchase.

All prices are in U.S. dollars.

This quote is valid until 12/30/19.

Quoted prices are based on specified quantities and terms.
Please contact your representative for adjustments.

Prepared by: Tiffany Thompson and Lauren Cards

1840 East River Road, Suite 320
Tucson, AZ, 85718
phone: 520.618.3868 | 520.232.5079
fax: 520.618.3738 | 520.618.3719
Tiffany.Thompson@learninga-z.com | lcards@learninga-z.com

If you are paying by purchase order, your PO must have:

1. PO number
2. Learning A-Z as the vendor
3. Bill To information
4. The product(s) being purchased
5. Total dollar amount
6. If your PO has a signature line, it must be signed
7. Include a Learning A-Z quote matching your purchase order

Learning A-Z License Agreement

Licenses grant registered classrooms only permission to use materials on the designated website(s) during the terms of the license. Sharing user information or materials with non-registered classrooms is not authorized.

© Learning A-Z

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 11, 2019

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

FROM:
Educational Services
Manuela Colom, Executive Director

INITIAL:
☐ Informational
☒ Action

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

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

Renaissance Learning Program Services include:
- *Accelerated Math Enterprise Real Time*
- *Coaching ~ Renaissance Flow*
- *Coaching ~ Strategic Planning*
- *Renaissance Flow 360*

RECOMMENDATION:
Approve the purchase of licenses for the Renaissance Learning Program for all sites at the total cost of $112,688.98 from the Supplemental and Concentration fund.

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

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

Financial Implications?	Are funds for this item available in the 2019-2020 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$112,688.98	Supplemental & Concentration Fund	--
(Amount)	(Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

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

RENAISSANCE®

Quote
2061724

PO Box 8036, Wisconsin Rapids, WI 54495-8036
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

San Ysidro Elementary School Dist - 270713
4350 Otay Mesa Rd
San Ysidro, CA 92173-1617
Contact: Manuela Colom - (619) 428-4476
Email: mcolom@sysd.k12.ca.us

Reference ID: 364191
Created: 04/09/2019

Quote Summary School Count: 7	
Renaissance Products & Services Total	$165,753.50
Applied Discounts	$(53,064.52)
Shipping and Processing	$0.00
Sales Tax	$0.00
Grand Total	**USD $112,688.98**

This quote includes: Renaissance Accelerated Math and Renaissance Flow 360.

** USD $7,035.00 of the discount is due to paying for multiple years up front.

To receive applicable discounts, all orders included on this quote must be received at the same time.

By signing below, you

- agree that this Quote, any other quotes issued to you during the Subscription Period and your use of the Applications, the Hosting Services and Services are subject to the Renaissance Terms of Service and License located at https://doc.renlearn.com/KMNet/R003981304GH3CB5.pdf which are incorporated herein by reference;
- consent to the Terms of Service and License; and
- consent to the collection, use, and disclosure of the personal information of children under the age of 13 as discussed in the applicable Application Privacy Policy located at https://www.renaissance.com/privacy-policy/.

To accept this offer and place an order, please sign and return this Quote.

Renaissance will issue an invoice pursuant to this Quote on the Invoice Date you specify below. If no Invoice Date is listed, Renaissance will issue an invoice within 30 days from the date of this Quote. If your organization requires a purchase order prior to invoicing, please check the box below and issue your purchase order to the Renaissance address below no later than 15 days prior to the Invoice Date. Payment is due net 30 days from the Invoice Date.

If your billing address is different from the address at the top of this Quote, please add that billing address below.

Please check here if your organization requires a purchase order prior to invoicing: [ ]

Renaissance Learning, Inc.	San Ysidro Elementary School Dist - 270713
Ted Wolf	By:
Name: Ted Wolf	Name:
Title: VP - Corporate Controller	Title:
Date: 04/09/2019	Date:
	Invoice Date:

Mail: PO Box 8036, Wisconsin Rapids, WI 54495-8036
Fax: (877)280-7642
Email: electronicorders@renaissance.com

RENAISSANCE®

Quote
2061724

PO Box 8036, Wisconsin Rapids, WI 54495-8036
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

Phone: (877)444-3172

If changes are necessary, or additional information is required, please contact your account executive Lisa Kovach at (800)460-6154, Thank You.

Use your Prop 98 funding to lock in multi-year discounts on the solutions you need.

RENAISSANCE®

Quote
2061724

PO Box 8036, Wisconsin Rapids, WI 54495-8036
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

Quote Details

Renaissance Applications

Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
Accelerated Math Live with 2.0 Student Subscription Renewal	09/01/2019 - 08/31/2020	4,690	$6.60	$(30,954.00)	$0.00
Renaissance Flow 360 Student Subscription Renewal	09/01/2019 - 08/31/2020	4,690	$26.45	$(22,110.52)	$101,939.98
Includes: *Complete assessment, planning, practice and reporting solution for Reading and Math* *Complete online Professional Development Solution for Reading, Math and Assessment*					
Renaissance Applications Total				**$(53,064.52)**	**$101,939.98**

Data Integration Services

Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
Data Integration Maintenance Fee Level 3 (4001-8000 Students)	09/01/2019 - 08/31/2020	1	$2,800.00	$0.00	$2,800.00
Data Integration Services Total				**$0.00**	**$2,800.00**

Professional Services

Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
Renaissance Smart Start Product Training (included with purchase)		7	$0.00	$0.00	$0.00
Annual Renaissance Flow Implementation & Data Coaching Renewal	09/01/2019 - 08/31/2020	7	$850.00	$0.00	$5,950.00
Annual Strategic Planning Monitoring and Reporting	09/01/2019 - 08/31/2020	1	$1,999.00	$0.00	$1,999.00
Professional Services Total				**$0.00**	**$7,949.00**

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All logos, designs, and brand names for Renaissance's products and services, including but not limited to Accelerated Math, Accelerated Reader, Accelerated Reader 360, AccelScan, AccelTest, English in a Flash, MathFacts in a Flash, myON, myON Books, myON Reader, myON News, Renaissance, Renaissance Flow 360, Renaissance Learning, Renaissance Place, Renaissance-U, Renaissance Smart Start, Star, Star 360, Star Custom, Star Early Literacy, Star Early Literacy Spanish, Star Math, Star Math Spanish, Star Reading, Star Reading Spanish, and Star Spanish, are trademarks of Renaissance Learning, Inc. All other product and company names should be considered the property of their respective companies and organizations.

RENAISSANCE®

Quote
2061724

PO Box 8036, Wisconsin Rapids, WI 54495-8036
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

Subscription Summary	
Accelerated Math Enterprise Real Time	**Student Capacity / Quantity**
La Mirada Elementary School - 270701	670
Ocean View Hills Elementary School - 1394529	670
San Ysidro Middle School - 270709	670
Smythe Elementary School - 270700	670
Sunset Elementary School - 270707	670
Vista Del Mar Elementary School - 3251064	670
Willow Elementary School - 270703	670
Accelerated Math Enterprise Real Time Total	**4,690**
Coaching (Renaissance Flow)	**Student Capacity / Quantity**
La Mirada Elementary School - 270701	1
Ocean View Hills Elementary School - 1394529	1
San Ysidro Middle School - 270709	1
Smythe Elementary School - 270700	1
Sunset Elementary School - 270707	1
Vista Del Mar Elementary School - 3251064	1
Willow Elementary School - 270703	1
Coaching (Renaissance Flow) Total	**7**
Coaching (Strategic Planning)	**Student Capacity / Quantity**
San Ysidro Elementary School Dist - 270713	1
Coaching (Strategic Planning) Total	**1**
Renaissance Flow 360	**Student Capacity / Quantity**
La Mirada Elementary School - 270701	640
Ocean View Hills Elementary School - 1394529	700
San Ysidro Middle School - 270709	670
Smythe Elementary School - 270700	670
Sunset Elementary School - 270707	670
Vista Del Mar Elementary School - 3251064	670
Willow Elementary School - 270703	670
Renaissance Flow 360 Total	**4,690**

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 11, 2019

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

FROM:
Educational Services
Manuela Colom, Executive Director

INITIAL:
☐ Informational
☒ Action

AGENDA ITEM: LICENSES FOR THE SECOND STEP PROGRAM FROM COMMITTEE FOR CHILDREN AS SOCIAL-EMOTIONAL LEARNING TOOL

BACKGROUND INFORMATION:
Committee for Children is a company that has advocated for policies to enhance, support, and developed educational programs to advance the safety and well-being of children through social-emotional learning (SEL), like Second Step.

Second Step is a program rooted in social-emotional learning (SEL) that helps transform schools into supportive, successful learning environments uniquely equipped to help children thrive. This program also gives students the tools to excel in and out of the classroom.

San Ysidro School District would like to implement the Second Step program to students in grades TK through eight. The purchase of this program includes the following: • Early Learning Grade SEL Kits, • Grades K-5 SEL Kits, • Grade 2 SEL Classroom Kit, • Middle School Licenses for 1 year, • Grade 6 Individual license for 1 year and • K-5 Principal Toolkit.

RECOMMENDATION:
Approve the purchase of licenses and kits for the Second Step Program from Committee for Children as a social-emotional learning tool for the 2019-20 school year at the total cost of $49,620.60 from the Supplemental and Concentration fund.

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

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

Financial Implications?	Are funds for this item available in the 2019-2020 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	
$49,620.60 (Amount)	Supplemental & Concentration Fund (Name of funding source and/or location)	-- (Funding account number)

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

Superintendent's Office Certification:

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

Committee for Children®

2815 Second Avenue, Suite 400
Seattle, WA 98121-3207 USA
800-634-4449 FAX: 206-343-1445
orders@cfchildren.org

Quote

Quote #	5001101
Date	5/17/2019
Customer ID	10134768

Bill To	Ship To
San Ysidro School District 4350 Otay Mesa Rd San Ysidro CA 92173-1685 United States	Oscar Madera San Ysidro School District 4350 Otay Mesa Rd San Ysidro CA 92173-1685 United States

Requested By	Ship To	Setup Admin	Entered By
Oscar Madera	Oscar Madera	Name: Email:	Lisa Wright

Item	Description	Start Date	End Date	QTY	Rate	Amount
100877	Early Learning-Grade 5 Second Step SEL Kits			5	$2,769.00	$13,845.00
100876	Grades K-5 Second Step SEL Kits			13	$2,359.00	$30,667.00
100872	Second Step Grade 2 SEL Classroom Kit			1	$409.00	$409.00
100874	Second Step Grade 4 SEL Classroom Kit			1	$439.00	$439.00
900690	Second Step Middle School: 1-Year Schoolwide	5/17/2019	7/31/2020	2	$2,499.00	$4,998.00
900686	Second Step Grade 6 Individual License, 1 Year	5/17/2019	7/31/2020	19	$199.00	$3,781.00
100868	Second Step SEL K-5 Principal Toolkit			5	$199.00	$995.00

Subtotal	$55,134.00
Discount	($5,513.40)
Shipping & Handling	$0.00
Tax Total (%)	$0.00
TOTAL	$49,620.60

Please remit in US Funds.

Make check payable to: Committee for Children

Shipping Method: UPS Ground (UPS)

Prices valid for 30 days from quote date.

Committee for Children®

2815 Second Avenue, Suite 400
Seattle, WA 98121-3207 USA
800-634-4449 FAX: 206-343-1445
orders@cfchildren.org

Quote

Quote #	5001101
Date	5/17/2019
Customer ID	10134768

Memo: Please provide the set-up administrator's email address for the middle school licenses (gr6-8).

Shipping Method: UPS Ground (UPS)

Prices valid for 30 days from quote date.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 11, 2019

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

FROM:
Educational Services
Manuela Colom, Executive Director

INITIAL: CG

☐ Informational
☒ Action

AGENDA ITEM: 5TH ANNUAL FAMILIES FIRST RESOURCE FAIR

BACKGROUND INFORMATION:
The San Ysidro School District will be hosting the 5th Annual Families First Resource Fair on July 27, 2019, from 10:00 a.m. to 3:00 p.m. at the Multi Culture Center located at the San Ysidro Middle School.

The objective of the resource fair is to provide families with resources such as job assistance, health programs, housing, food, county benefits, and other valuable information. We will also be giving away backpacks filled with school supplies to all children registered within the district. Representatives from community agencies will be asked to spend time interacting with our families by answering questions and distributing literature.

Cost implications for this event include:

- The rent of tables and chairs
- Food and beverages from the Nutrition Department
- Maintenance and custodial assistance from the MOTF Department
- Clerical assistance to register and greet parents

RECOMMENDATION:
Approve the 5th Annual Families First Resource Fair to be held on July 27, 2019 at the San Ysidro Middle School at the cost of $5,000.00 from the McKinney-Vento fund.

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

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

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

$5,000.00	McKinney-Vento Fund	--
(Amount)	(Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

Gina A. Potter

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

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 11, 2019

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

FROM:
Educational Services
Manuela Colom, Executive Director

INITIAL:

☐ Informational
☒ Action

AGENDA ITEM: PROFESSIONAL DEVELOPMENTS - JULY

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

The following is a list of professional developments up for the July 11, 2019 Board meeting:

- California MTSS Professional Learning Institute – Revised
- Character Matters Conference
- Equity Conference 2020 – Where There is Vision, There is Hope
- Special Education ACSA Academies
- Homeless Education Coordinator's Meeting
- ACSA Personnel Administrators Academy
- Including Goals for Students with Disabilities in the LCAP
- School Finance & Management Conference
- Survive & Thrive Mini-Sabbatical

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

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

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

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

Financial Implications?	Are funds for this item available in the 2019-2020 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

APPROXIMATE COST		
$23,850.00	General ,Title I McKinney-Vento Funds	--
(Amount)	(Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

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

PROFESSIONAL DEVELOPMENT **Item 14D.6**

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

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Veronica Medina	California MTSS Professional Learning Institute -Revised-	Long Beach	July 28-31, 2019	Approx $1,9000.00 (this includes registration, hotel, meals and mileage)	McKinney Vento Fund
Manuel Bojorquez, Consuelo Carranza, Irene Herrera Cevallos	Character Matters Conference	San Diego	June 28, 2019	$0	No Cost
Irene Lopez, Humberto Gurmilan, Manuela Colom, Cynthia Gonzalez, Oscar Madera, Omar Calleros, Todd Lewis, Evelyn Zarzosa, Paulo Azevedo, Efrain Burciaga, Russell Little, Manuel Bojorquez, Lorena Varela R.	Equity Conference 2020 – Where There is Vision, There is Hope	San Diego	January 16-17, 2020	$6,460.00 (Early Bird Registration fee)	Title I Fund
Oscar Madera	Special Education ACSA Academies	Riverside	Sept. 13-14, 2019 October 11-12, 2019 December 6-7, 2019 January 10-11, 2020 February 14-15, 2020 March 14-15, 2020 April 17-18, 2020	$5,700.00	General Fund
Veronica Medina	Homeless Education Coordinator's Meeting	Sacramento	Sept. 23-24, 2019	1,100.00	McKinney Vento Fund
David Farkas	ACSA Personnel Administrators Academy	Azusa, CA	Sept. 20-21, 2019 Oct. 18-19, 2019 Nov. 22-23, 2019 January 24-25, 2020 Feb. 21-22, 2020	$2,590.00 + Lodging, mileage & meals	General Fund

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
			March 6-7, 2020 April 3-4, 2020		
Manuela Colom, Cynthia Gonzalez, Oscar Madera	Including Goals for Students with Disabilities in the LCAP	SDCOE	August 7, 2019	$90.00 Sponsored by SELPA	N/A
Marilyn Adrianzen	School Finance & Management Conference	Ontario	July 10, 2019	250.00 + Mileage	General Fund
Albert Caballero	Survive & Thrive Mini-Sabbatical	Los Angeles	October 21-26, 2018	$2,900.00	General Fund

Business

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board **BOARD MEETING DATE:** July 11, 2019

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

INITIAL: MA

☐ Informational
☒ Action

AGENDA ITEM: PURCHASING REPORT

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

Report #12 (June 1, 2019 through June 28, 2019): ▪ General Fund: 0000005064, 0000005066-0000005075, 0000005077-0000005080, 0000005083-0000005085, 0000005089, 0000005091-0000005168 ▪ Child Development Fund: 0000005090 ▪ Child Nutrition Fund: 0000005065, 0000005076, 0000005087-0000005088

RECOMMENDATION:
Approve/Ratify the purchase orders incurred by the District during the period June 1, 2019 through June 28, 2019.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

Financial Implications? ☒ Yes ☐ No

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

Requisition #

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

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

Superintendent's Office Certification:

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

PURCHASE ORDER REPORT
JUNE 1, 2019 - JUNE 28, 2019

PO No.	PO Date	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
0000005064	6/3/2019	003447	HAWTHORNE EDUCATIONAL SERVICES	CONTRACTED SERVICES - Bus Repairs	0100	0982000	5600005	074	$ 40,059.52
0000005066	6/3/2019	004309	BEST BEST & KRIEGER LLP	LEGAL SERVICES	0100	0000000	5800002	063	$ 36,960.30
0000005067	6/3/2019	0000000203	KEENAN & ASSOCIATES	PROFESSIONAL SERVICES	0100	0000000	5800010	071	$ 7,661.00
0000005068	6/4/2019	004901	AGUILAR ARCHITECTS, INC	PROFESSIONAL SERVICES	0100	9010075	6200007	080	$ 1,723.86
0000005069	6/4/2019	003573	R&L PERFORMANCE AUTO SERVICE	CONTRACTED SERVICES	0100	8150000	5600005	070	$ 187.21
0000005070	6/4/2019	004778	U.S. BANK - PARS #6746050200	SUPPLEMENTARY RETIREMENT PLAN	0100	0425000	5800025	010	$ 322,305.76
0000005071	6/4/2019	0000000390	DANNIS WOLIVER KELLEY	LEGAL SERVICES	0100	0000000	5800150	054	$ 5,232.00
0000005072	6/4/2019	001452	RUSS' BEE REMOVAL	CONTRACTED SERVICES	0100	8150000	5600005	070	$ 200.00
0000005073	6/5/2019	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	6500000	4300001	054	$ 1,494.95
0000005074	6/5/2019	0000000462	KID'S TALK EMBROIDERY	INSTRUCTIONAL SUPPLIES	0100	0000000	4300444	016	$ 425.21
0000005075	6/5/2019	004546	LAW OFFICES OF SCHWARTZ&STOREY	LEGAL SERVICES	0100	0000000	5800150	054	$ 5,500.00
0000005077	6/5/2019	001527	RANCHO SAN DIEGO NURSERY INC	CONTRACTED SERVICES	0100	0000000	4300001	022	$ 350.00
0000005078	6/6/2019	0000000413	TENCERSHERMAN LLP	LEGAL SERVICES	0100	0000000	5800002	071	$ 5,000.00
0000005079	6/6/2019	002355	I B TROPHIES & AWARDS	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	022	$ 1,391.49
0000005080	6/6/2019	0000000051	BLACKBOARD INC	SOFTWARE RENEWAL -Website Host	0100	0000000	5600005	067	$ 19,913.41
0000005083	6/6/2019	004678	AMAZON.COM, INC.	OFFICE EQUIPMENT	0100	4124000	4400000	061	$ 1,038.16
0000005084	6/6/2019	0000000638	SAN YSIDRO HIGH SCHOOL ASB	CONTRACTED SERVICES	0100	0000001	5600002	061	$ 735.00
0000005085	6/6/2019	0000000110	3 SCREENS.COM	CONTRACTED SERVICES	0100	3010000	5800010	025	$ 625.00
0000005089	6/7/2019	000124	WILKINSON HADLEY KING &	PROFESSIONAL SERVICES	0100	0000000	5800001	071	$ 5,475.00
0000005091	6/10/2019	0000000642	HATCH & CESARIO ATTORNEYS-AT LAW	PROFESSIONAL SERVICES	0100	6500000	5800010	054	$ 992.25
0000005092	6/10/2019	001093	KONE INC	CONTRACTED SERVICES	0100	8150000	5600005	070	$ 2,030.07
0000005093	6/10/2019	0000000643	JUAN GUTIERREZ	CONTRACTED SERVICES	0100	0000000	5600001	024	$ 800.00
0000005094	6/10/2019	001527	RANCHO SAN DIEGO NURSERY INC	MAINTENANCE SUPPLIES	0100	0000000	4300014	020	$ 500.00
0000005095	6/10/2019	000762	SOUTH BAY FENCE, INC.	CONTRACTED SERVICES	0100	8150000	5600005	070	$ 1,560.00
0000005096	6/10/2019	002539	ZONAR SYSTEMS	TRANSPORTATION SUPPLIES	0100	0982000	4300011	074	$ 1,950.00
0000005097	6/10/2019	0000000491	PANERA BREAD COMPANY	REFRESHMENTS	0100	0982000	4300015	074	$ 300.00
0000005098	6/10/2019	003573	R&L PERFORMANCE AUTO SERVICE	CONTRACTED SERVICES	0100	8150000	5600005	070	$ 1,375.91
0000005099	6/11/2019	0000000644	TRANSFINDER CORPORATION	ANNUAL SOFTWARE -Transportation Fleet	0100	0982000	5800006	074	$ 16,195.00
0000005100	6/12/2019	004309	BEST BEST & KRIEGER LLP	LEGAL SERVICES	0100	0000000	5800002	063	$ 31,420.56
0000005101	6/12/2019	00069A	CITY TREASURER	MAINTENANCE FEE	0100	8150000	5800010	070	$ 8,964.98
0000005102	6/12/2019	0000000578	MARGARET CLAIRE PERKINS	CONTRACTED SERVICES	0100	6500000	5800010	054	$ 300.00
0000005103	6/13/2019	002037	PERMA BOUND PUB.	INSTRUCTIONAL SUPPLIES	0100	3010000	4300001	022	$ 13,733.02
0000005104	6/13/2019	002682	BENCHMARK EDUCATION COMPANY	INSTRUCTIONAL SUPPLIES	0100	3010000	4300001	020	$ 628.57
0000005105	6/13/2019	0000000645	CALIFORNIA TEACHER ASSOCIATION	PROFESSIONAL SERVICES	0100	0000000	5200003	062	$ 2,900.00
0000005106	6/13/2019	0000000634	CONSTANT CONTACT, INC.	DUES & MEMBERSHIPS	0100	0000000	5300000	064	$ 798.00
0000005107	6/13/2019	0000000646	DUDE SOLUTIONS, INC	CONTRACTED SERVICES -Work Orders Software	0100	8150000	5800006	070	$ 20,835.00
0000005108	6/17/2019	0000000648	THE ED LADDER	CONTRACTED SERVICES - Tutoring Services	0100	5630000	5100000	061	$ 50,000.00
0000005109	6/17/2019	0000000507	JILL WECKERLY, PH.D.	PROFESSIONAL SERVICES	0100	6500000	5800010	054	$ 2,750.00
0000005110	6/17/2019	0000000030	DEPARTMENT OF GENERAL SERVICES	PROFESSIONAL SERVICES	0100	0000000	5800010	071	$ 450.00
0000005111	6/17/2019	004525	ALLTECH IMAGING TECHNOLOGIES	CONTRACTED SERVICES	0100	0000000	5800010	012	$ 218.00
0000005112	6/17/2019	0000000649	MICHAEL A. ANELLA	INSTRUCTIONAL SUPPLIES	0100	3010000	4200000	020	$ 188.56
0000005113	6/18/2019	0000000650	PATHWAY COMMUNICATIONS LTD	INSTRUCTIONAL SUPPLIES	0100	0000000	4300002	024	$ 11,469.34
0000005114	6/18/2019	000273	SCHOLASTIC , INC	INSTRUCTIONAL SUPPLIES	0100	3010000	4300001	022	$ 1,842.79

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PURCHASE ORDER REPORT
JUNE 1, 2019 - JUNE 28, 2019

PO No.	PO Date	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
0000005115	6/18/2019	0000000284	NELSON ADAMS NACO CORPORATION	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	$ 340.41
0000005116	6/18/2019	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	4300013	022	$ 884.97
0000005117	6/18/2019	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	024	$ 191.85
0000005118	6/18/2019	000146	LAKESHORE	INSTRUCTIONAL SUPPLIES	0100	3010000	4300001	020	$ 833.17
0000005119	6/18/2019	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	020	$ 165.06
0000005120	6/18/2019	004822	CALIFORNIA FINANCIAL SERVICES	PROFESSIONAL SERVICES	0100	0000000	5800010	071	$ 10,000.00
0000005121	6/18/2019	004822	CALIFORNIA FINANCIAL SERVICES	PROFESSIONAL SERVICES	0100	0000000	5800010	071	$ 10,000.00
0000005122	6/18/2019	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	024	$ 1,045.20
0000005123	6/18/2019	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	022	$ 646.48
0000005124	6/18/2019	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	022	$ 1,446.39
0000005125	6/18/2019	001102	ORIENTAL TRADING COMPANY, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	024	$ 516.64
0000005126	6/18/2019	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	4300012	022	$ 2,871.71
0000005127	6/18/2019	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	4300011	071	$ 797.99
0000005128	6/18/2019	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	022	$ 1,904.72
0000005129	6/18/2019	0000000318	CENTER FOR THE COLLABORATIVE	INSTRUCTIONAL SUPPLIES	0100	3010000	4300001	012	$ 2,155.00
0000005130	6/18/2019	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	3010000	4300001	012	$ 97.30
0000005131	6/18/2019	000778	SAFEWAY INC. -VONS DIVISION	REFRESHMENTS	0100	0000000	4300015	064	$ 128.62
0000005132	6/18/2019	0000000390	DANNIS WOLIVER KELLEY	LEGAL FEES	0100	0000000	5800150	054	$ 1,824.00
0000005133	6/18/2019	000809	OFFICE DEPOT	OFFICE DEPOT	0100	0000000	4300011	071	$ 71.41
0000005134	6/18/2019	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	024	$ 1,793.22
0000005135	6/18/2019	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	016	$ 276.21
0000005136	6/19/2019	003099	PARENT INSTITUTE FOR QUALITY	OFFICE SUPPLIES	0100	0000000	4300001	018	$ 215.50
0000005137	6/19/2019	003311	SAN DIEGO COUNTY SUPERINTENDEN	REGISTRATION FEES	0100	3010000	5200003	025	$ 400.00
0000005138	6/19/2019	003588	OUR LADY OF MT. CARMEL SCHOOL	CONTRACTED SERVICES	0100	3010000	5800006	014	$ 4,536.60
0000005139	6/19/2019	0000000336	PROJECT LEAD THE WAY INC	REGISTRATION FEES	0100	0000001	5200003	061	$ 1,400.00
0000005140	6/20/2019	002771	SMART & FINAL	REFRESHMENTS	0100	0000000	4300015	024	$ 285.77
0000005141	6/20/2019	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	022	$ 1,403.70
0000005142	6/20/2019	004601	SIR SPEEDY PRINTING 02890	INSTRUCTIONAL SUPPLIES	0100	0982000	4300011	074	$ 48.49
0000005143	6/20/2019	000379	HAWTHORNE MACHINERY	CONTRACTED SERVICES - Bus Repairs	0100	0982000	5600005	074	$ 19,660.68
0000005144	6/24/2019	004580	TERI CRIMSON CENTER FOR SPEECH-	PROFESSIONAL SERVICES	0100	6500000	5800010	054	$ 1,500.00
0000005145	6/24/2019	0000000653	CSEA	REGISTRATION FEES	0100	0000000	5800010	071	$ 540.00
0000005146	6/24/2019	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	3010000	4300001	022	$ 2,029.41
0000005147	6/24/2019	004309	BEST BEST & KRIEGER LLP	LEGAL FEES	0100	0000000	5800002	063	$ 32,277.09
0000005148	6/24/2019	000407	AREY JONES EDU. SOLUTIONS	INSTRUCTIONAL EQUIPMENT	0100	3010000	4400000	014	$ 6,520.81
0000005149	6/24/2019	0000000652	ALMA CERVANTES	REFRESHMENTS	0100	0000000	4300015	063	$ 70.00
0000005150	6/24/2019	0000000654	SPORTS FOR LEARNING	CONTRACTED SERVICES	0100	3010000	5800010	012	$ 5,472.00
0000005150	6/24/2019	0000000654	SPORTS FOR LEARNING	CONTRACTED SERVICES - Lunch Recess Curriculum	0100	3010000	5800010	016	$ 10,800.00
0000005151	6/25/2019	0000000655	STAFF DEVELOPMENT FOR EDUCATORS	REGISTRATION FEES	0100	3010000	5200003	014	$ 1,358.00
0000005152	6/25/2019	0000000640	ASSETWORKS, LLC	PROFESSIONAL SERVICES - Tracking Services	0100	0000000	5800010	071	$ 31,000.00
0000005153	6/27/2019	0000000255	KELLY PAPER	INSTRUCTIONAL SUPPLIES	0100	0000000	4300011	012	$ 1,647.28
0000005154	6/27/2019	000379	HAWTHORNE MACHINERY	CONTRACTED SERVICES	0100	0982000	5600005	074	$ 6,685.74
0000005155	6/27/2019	002539	ZONAR SYSTEMS	CONTRACTED SERVICES - Bus Passes Software	0100	0982000	5800006	074	$ 16,888.32
0000005156	6/27/2019	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	4300011	022	$ 394.37

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PURCHASE ORDER REPORT
JUNE 1, 2019 - JUNE 28, 2019

PO No.	PO Date	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
0000005157	6/27/2019	001012	CDW GOVERNMENT LLC	TECHNOLOGY SUPPLIES	0100	8150000	4400000	070	$ 1,115.38
0000005158	6/27/2019	001240	RAINBOW BOOK COMPANY	INSTRUCTIONAL SUPPLIES	0100	3010000	4200000	025	$ 8,933.34
0000005159	6/27/2019	004628	FOLLETT SCHOOL SOLUTIONS,INC	INSTRUCTIONAL SUPPLIES	0100	3010000	4200000	025	$ 2,689.28
0000005160	6/27/2019	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	022	$ 3,760.48
0000005161	6/27/2019	003313	BEST BUY	INSTRUCTIONAL SUPPLIES - Chromebooks	0100	3010000	4300001	016	$ 40,064.29
0000005162	6/27/2019	001012	CDW GOVERNMENT LLC	TECHNOLOGY EQUIPMENT	0100	0000000	4400000	067	$ 5,848.11
0000005163	6/27/2019	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	4300012	022	$ 166.74
0000005164	6/27/2019	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	024	$ 1,778.76
0000005165	6/27/2019	002037	PERMA BOUND PUB.	INSTRUCTIONAL SUPPLIES	0100	3010000	4200000	025	$ 21,731.53
0000005166	6/27/2019	000273	SCHOLASTIC , INC	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	024	$ 185.87
0000005167	6/27/2019	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	024	$ 333.48
0000005168	6/27/2019	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	024	$ 296.74
							Total for 0100		**$ 898,508.03**
0000005090	6/10/2019	0000000641	DFS FLOORING LP	CONTRACTED SERVICES	1200	5210000	5600000	076	$ 26,662.35
							Total for 1200		**$ 26,662.35**
0000005065	6/3/2019	001947	BELLAMA	MAINTENANCE SUPPLIES	1300	5310000	5600005	085	$ 2,439.30
0000005076	6/5/2019	003731	LITTLE CAESARS PIZZA	CAFETERIA FOOD	1300	5310000	5600005	085	$ 300.00
0000005082	6/6/2019	0000000637	SYSCO SAN DIEGO INC.	CAFETERIA FOODS	1300	5310000	5600005	085	$ 2,420.70
0000005087	6/7/2019	0000000639	EMS LINQ INC	CONTRACTED SERVICES	1300	5310000	5600005	085	$ 3,600.00
0000005088	6/7/2019	0000000007	CRYSTAL CLEAR GLASS & MIRROR	MAINTENANCE SUPPLIES	1300	5310000	5600005	085	$ 378.45
							Total for 1300		**$ 9,138.45**
							Grand Total		**$ 934,308.83**

14E.1
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SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board **BOARD MEETING DATE:** July 11, 2019

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

INITIAL: MA
☐ Informational
☒ Action

AGENDA ITEM: EXPENDITURE REPORT

BACKGROUND INFORMATION:
The District is required to pay for goods and services it uses to conduct the educational and support programs. Prior to payment, supporting documents such as contracts with the appropriate approvals and proof of receipt for the goods or services are collected. Invoices to be paid are submitted to the Business Services Department for payment processing. Warrants are printed at San Diego County Office of Education then returned to the Business Services Department for signature.

The following are expenditures incurred by the District during the period of June 04, 2019 through June 30, 2019 with checks #14-553632 through #14-567729 for a total expenditure of $4,711,201.35 from the following sources:

General Fund - $4,539,706.31
Child Development - $18,611.65
Child Nutrition - $147,737.64
Capital Facilities- $3,700.95
Building Fund- $1,444.80

RECOMMENDATION:
Approve/Ratify the expenditures incurred by the District during the period of June 4, 2019 through June 30, 2019 for a total expenditure of $4,711,201.35.

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

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

Financial Implications? ☒ Yes ☐ No

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

Requisition #:

$4,711,201.35	Various (see above)	--
(Amount)	(Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

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

Expenditure Report
06/04/19-06/30/19

Warrant ID	Payee	Payment Date	Warrant Amount	Fund	PO Ref
14553632	GEORGE LEYVA	6/4/2019	121.22	0100	MILEAGE
14553633	MRC SMART TECHNOLOGY SOLUTIONS	6/4/2019	14800.74	0100	CONTRACTED SERVICES
14553634	CALSPRA	6/4/2019	45.00	0100	REGISTRATION FEE
14553635	KELLY PAPER	6/4/2019	1647.28	0100	INSTRUCTIONAL SUPPLIES
14553636	CALIFORNIA STATE UNIVERSITY	6/4/2019	150.00	0100	REGISTRATION FEE
14553637	SIGNTECH ELECTRICAL ADVERTISING, INC.	6/4/2019	404.00	0100	CONTRACTED SERVICES
14553638	OMAR CALLEROS	6/4/2019	176.32	0100	REIMBURSEMENT
14553639	MAXIM HEALTHCARE SERVICES, INC	6/4/2019	52553.77	0100	PROFESSIONAL SERVICES
14553640	ARDOR HEALTH SOLUTIONS	6/4/2019	10944.00	0100	CONTRACTED SERVICES
14553641	DANNIS WOLIVER KELLEY	6/4/2019	5224.50	0100	LEGAL SERVICES
14553642	WAXIE SANITARY SUPPLY	6/4/2019	2840.72	0100	CUSTODIAL SUPPLIES
14553643	LAKESHORE	6/4/2019	6284.87	0100	INSTRUCTIONAL SUPPLIES
14553644	SAN DIEGO UNION-TRIBUNE	6/4/2019	191.00	0100	CONTRACTED SERVICES
14553645	DION INTERNATIONAL TRUCK INC.	6/4/2019	971.61	0100	CONTRACTED SERVICES
14553647	NEXT DAY PRINTED TEES	6/4/2019	81.95	0100	OFFICE SUPPLIES
14553648	THE INSTITUTE FOR EFFECTIVE	6/4/2019	14029.40	0100	PROF. SERVICES /NON-PUBLIC SCH
14553650	OFFICE DEPOT	6/4/2019	2187.47	0100	OFFICE SUPPLIES
14553651	ORIENTAL TRADING COMPANY, INC.	6/4/2019	198.05	0100	INSTRUCTIONAL SUPPLIES
14553652	HOME DEPOT	6/4/2019	805.45	0100	MAINTENANCE SUPPLIES
14553653	MANUELA COLOM	6/4/2019	145.00	0100	REIMBURSEMENT
14553654	GOPHER SPORT	6/4/2019	1914.84	0100	INSTRUCTIONAL SUPPLIES
14553655	REPUBLIC SERVICES	6/4/2019	12488.11	0100	UTILITIES
14553656	CALIFORNIA DEPT. OF JUSTICE	6/4/2019	147.00	0100	CONTRACTED SERVICES
14553657	PRESIDENT'S EDUCATION AWARDS	6/4/2019	365.00	0100	INSTRUCTIONAL SUPPLIES
14553658	ADELANTE MUJER	6/4/2019	2415.00	0100	REGISTER FEES
14553659	SOUTHWEST SCHOOL & OFFICE	6/4/2019	75.21	0100	OFFICE SUPPLIES
14553660	GALLAGHER BENEFIT SERVICES, INC	6/4/2019	461.55	0100	PROFESSIONAL SERVICES
14553661	MARISELA LOZANO	6/4/2019	126.18	0100	REIMBURSEMENT
14553662	XEROX CORPORATION	6/4/2019	404.28	0100	CONTRACTED SERVICES
14554349	PNC EQUIPMENT FINANCE, LLC	6/5/2019	124415.86	0100	CONTRACTED SERVICES
14554350	GEARY PACIFIC SUPPLY	6/5/2019	9309.34	0100	MAINTENANCE SUPPLIES
14554351	EL FOLKLOR MEXICANO INC.	6/5/2019	2475.40	0100	INSTRUCTIONAL SUPPLIES
14554352	BEST BUY	6/5/2019	4762.27	0100	OFFICE SUPPLIES

Expenditure Report
06/04/19-06/30/19

Warrant ID	Payee	Payment Date	Warrant Amount	Fund	PO Ref
14554354	LAW OFFICES OF SCHWARTZ&STOREY	6/5/2019	5600.00	0100	LEGAL SERVICES
14555212	VECTOR USA	6/6/2019	11080.33	0100	CONTRACTED SERVICES
14555213	MANO A MANO FOUNDATION	6/6/2019	4000.00	0100	PROFESSIONAL SERVICES
14555214	FACILITIES PROTECTION SYSTEMS	6/6/2019	8272.00	0100	CONTRACTED SERVICES
14555215	SAN DIEGO GAS & ELECTRIC	6/6/2019	13890.74	0100	UTILITIES
14555216	HAWTHORNE MACHINERY	6/6/2019	13479.82	0100	CONTRACTED SERVICES
14555217	SPRINT	6/6/2019	3795.38	0100	CONTRACTED SERVICES
14555218	HOME DEPOT	6/6/2019	52.28	0100	MAINTENANCE SUPPLIES
14555219	APPLE INC	6/6/2019	5518.79	0100	TECHNOLOGY EQUIPMENT
14555220	MONTGOMERY HARDWARE CO.	6/6/2019	1164.44	0100	MAINTENANCE SUPPLIES
14555221	TIME AND ALARM SYSTEMS	6/6/2019	504.85	0100	CONTRACTED SERVICES
14556006	CORODATA RECORDS MANAGEMENT, INC.	6/7/2019	149.25	0100	CONTRACTED SERVICES
14556007	ORANGE COUNTY DEPT. OF EDUCATION	6/7/2019	100.50	0100	PROFESSIONAL SERVICES
14556008	RAPHAELS PARTY RENTALS INC.	6/7/2019	1110.08	0100	CONTRACTED SERVICES
14556009	CAROLYN KARINEN	6/7/2019	13596.00	0100	PROFESSIONAL SERVICES SLP
14556010	MY PT SAN DIEGO	6/7/2019	7510.00	0100	CONTRACTED SERVICES
14556011	SAN DIEGO ZOO	6/7/2019	580.00	0100	ADMISSION FEES
14556012	EBS - EDUATIONAL BASED SERVICES	6/7/2019	22149.75	0100	CONTRACTED SERVICES
14556013	DANNIS WOLIVER KELLEY	6/7/2019	5232.00	0100	LEGAL SERVICES
14556014	TENCERSHERMAN LLP	6/7/2019	4449.16	0100	LEGAL SERVICES
14556015	D&D WILDLIFE HABITAT RESTORATION, INC.	6/7/2019	575.00	0100	CONTRACTED SERVICES
14556016	KID'S TALK EMBROIDERY	6/7/2019	425.21	0100	INSTRUCTIONAL SUPPLIES
14556017	MUFG UNION BANK, N.A.	6/7/2019	10175.00	0100	PROFESSIONAL SERVICES
14556018	CAPITOL ADVISORS GROUP, LLC	6/7/2019	2000.00	0100	CONTRACTED SERVICES
14556019	AARDVARK ANT & PEST CONTROL INC.	6/7/2019	115.00	0100	CONTRACTED SERVICES
14556020	HEIDISONGS	6/7/2019	277.80	0100	INSTRUCTIONAL SUPPLIES
14556022	DEMCO INC.	6/7/2019	312.39	0100	INSTRUCTIONAL SUPPLIES
14556023	WAXIE SANITARY SUPPLY	6/7/2019	1719.04	0100	CUSTODIAL SUPPLIES
14556024	LAKESHORE	6/7/2019	10144.49	0100	INSTRUCTIONAL SUPPLIES
14556025	PARADIGM HEALTHCARE SERVICES	6/7/2019	300.87	0100	PROFESSIONAL SERVICES
14556026	SCHOLASTIC , INC	6/7/2019	474.38	0100	INSTRUCTIONAL SUPPLIES
14556027	COURTNEY TIRE SERVICE	6/7/2019	897.83	0100	MAINTENANCE SUPPLIES
14556028	REFRIGERATION SUPPLIES	6/7/2019	317.03	0100	MAINTENANCE SUPPLIES

Warrant ID	Payee	Payment Date	Warrant Amount	Fund	PO Ref
14556029	OFFICE DEPOT	6/7/2019	1003.93	0100	REFRESHMENTS
14556031	PENSKE TRUCK LEASING	6/7/2019	134.65	0100	LEASE RENTAL
14556032	ORIENTAL TRADING COMPANY, INC.	6/7/2019	52.32	0100	INSTRUCTIONAL SUPPLIES
14556033	HOME DEPOT	6/7/2019	1191.81	0100	GROUNDS SUPPLIES
14556034	SAN DIEGO COUNTY	6/7/2019	500.00	0100	REGISTRATION FEES
14556035	RAINBOW BOOK COMPANY	6/7/2019	236.83	0100	INSTRUCTIONAL SUPPLIES
14556036	PITNEY BOWES	6/7/2019	382.50	0100	CONTRACTED SERVICES
14556037	BUS WEST	6/7/2019	131.29	0100	MECHANIC SUPPLIES
14556038	REALLY GOOD STUFF, LLC	6/7/2019	2335.56	0100	INSTRUCTIONAL SUPPLIES
14556039	ROCHESTER 100 INC.	6/7/2019	1390.50	0100	INSTRUCTIONAL SUPPLIES
14556040	CALIFORNIA ELECTRIC SUPPLY	6/7/2019	40.25	0100	MAINTENANCE SUPPLIES
14556041	FEDEX	6/7/2019	110.71	0100	POSTAGE
14556042	VALLEY INDUSTRIAL SPECIALTIES	6/7/2019	101.62	0100	MAINTENANCE SUPPLIES
14556043	WAL- MART COMMUNITY/GECRB	6/7/2019	617.13	0100	INSTRUCTIONAL SUPPLIES
14556044	BEST BUY	6/7/2019	366.33	0100	TECHNOLOGY SUPPLIES
14556045	SOUTHWEST SCHOOL & OFFICE	6/7/2019	54.80	0100	OFFICE SUPPLIES
14556046	R&L PERFORMANCE AUTO SERVICE	6/7/2019	187.21	0100	CONTRACTED SERVICES
14556047	HENRY APONTE	6/7/2019	590.00	0100	CONTRACTED SERVICES
14556049	AMS - ACOUSTICAL MATERIAL	6/7/2019	421.76	0100	MAINTENANCE SUPPLIES
14556050	PTM DOCUMENT SYSTEMS	6/7/2019	862.00	0100	OFFICE SUPPLIES
14556051	SIR SPEEDY PRINTING 02890	6/7/2019	342.56	0100	OFFICE SUPPLIES
14556052	SAN DIEGO CENTER FOR CHILDREN	6/7/2019	3471.36	0100	PROFESSIONAL SERVICES
14556053	ABA EDUCATION FOUNDATION	6/7/2019	2713.50	0100	PROFESSIONAL SERVICES
14556054	FLYERS ENERGY	6/7/2019	10100.52	0100	CONTRACTED SERVICES
14556513	CHRISTIAN LOPEZ	6/10/2019	97.88	0100	REIMBURSEMENT
14556514	MARTA RODRIGUEZ DE TORRES	6/10/2019	50.46	0100	MILEAGE
14556515	3 SCREENS.COM	6/10/2019	625.00	0100	CONTRACTED SERVICES
14556516	KEENAN & ASSOCIATES	6/10/2019	7661.00	0100	PROFESSIONAL SERVICES
14556517	MENTORING MINDS	6/10/2019	4389.25	0100	INSTRUCTIONAL SUPPLIES
14556518	AMBER ELLIOTT	6/10/2019	75.98	0100	MILEAGE
14556519	RUDY LOPEZ	6/10/2019	102.11	0100	REIMBURSEMENT
14556520	LEARNING PLUS ASSOCIATES	6/10/2019	4522.91	0100	INSTRUCTIONAL SUPPLIES
14556521	ALMA LAURA ENGLISH	6/10/2019	676.24	0100	GARNISHMENT REFUND

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Warrant ID	Payee	Payment Date	Warrant Amount	Fund	PO Ref
14556522	SAN YSIDRO HIGH SCHOOL ASB	6/10/2019	735.00	0100	CONTRACTED SERVICES
14556524	STATE BOARD OF EQUALIZATION	6/10/2019	47.40	0100	DIESEL TAX
14556525	CURRICULUM ASSOC. INC.	6/10/2019	1564.54	0100	INSTRUCTIONAL SUPPLIES
14556526	MARTIN GALANTE	6/10/2019	126.54	0100	REIMBURSEMENT
14556528	I B TROPHIES & AWARDS	6/10/2019	1391.49	0100	INSTRUCTIONAL SUPPLIES
14556529	CALIFORNIA ELECTRIC SUPPLY	6/10/2019	12502.23	0100	EQUIPMENT AC UNITS
14556530	AT&T	6/10/2019	8555.53	0100	PHONE (UTILITY)
14556531	SAN DIEGO COUNTY SCHOOL BOARDS	6/10/2019	2295.00	0100	REGISTRATION FEES
14556532	HD SUPPLY FACILITIES	6/10/2019	1271.72	0100	MAINTENANCE SUPPLIES
14556533	BEST BUY	6/10/2019	33278.40	0100	INSTRUCTIONAL SUPPLIES
14556534	RUSSELL SIGLER, INC	6/10/2019	4498.93	0100	MAINTENANCE SUPPLIES
14556535	GALLAGHER BENEFIT SERVICES, INC	6/10/2019	459.85	0100	PROFESSIONAL SERVICES
14556536	TROPHY DEPOT, INC.	6/10/2019	2349.79	0100	INSTRUCTIONAL SUPPLIES
14556537	SYLVIA LUGO	6/10/2019	24.35	0100	REIMBURSEMENT
14556539	CALIFORNIA FINANCIAL SERVICES	6/10/2019	7000.00	0100	CONTRACTED SERVICES
14556540	AGUILAR ARCHITECTS, INC	6/10/2019	1723.86	0100	PROFESSIONAL SERVICES
14557072	WILLIAM H. SADLIER, INC	6/11/2019	3349.40	0100	INSTRUCTIONAL SUPPLIES
14557073	CAPSTONE	6/11/2019	1165.00	0100	INSTRUCTIONAL SUPPLIES
14557074	EFRAIN IVAN MANRIQUEZ	6/11/2019	453.32	0100	CONFERENCE REIMBURSEMENT
14557075	CHILD1ST PUBLICATIONS LLC	6/11/2019	603.54	0100	INSTRUCTIONAL SUPPLIES
14557076	CURRICULUM ASSOC. INC.	6/11/2019	6499.28	0100	INSTRUCTIONAL SUPPLIES
14557077	SCHOOL SPECIALTY	6/11/2019	6702.59	0100	INSTRUCTIONAL SUPPLIES
14557078	ROYAL LINES	6/11/2019	1890.00	0100	CONTRACTED SERVICES
14557079	CDW GOVERNMENT LLC	6/11/2019	996.37	0100	TECHNICAL SUPPLIES
14557080	WILLIAM V. MAC GILL & CO.	6/11/2019	942.51	0100	MEDICAL SUPPLIES
14557081	BENCHMARK EDUCATION COMPANY	6/11/2019	8452.10	0100	INSTRUCTIONAL SUPPLIES
14557082	FLEETWASH INC	6/11/2019	616.64	0100	CONTRACTED SERVICES
14557083	EDUPOINT EDUCATIONAL SYSTEMS	6/11/2019	4746.07	0100	MAINTENANCE RENEWAL
14557084	BEST BEST & KRIEGER LLP	6/11/2019	36960.30	0100	LEGAL SERVICES
14557954	BMR HEALTH SERVICES, INC	6/12/2019	13640.00	0100	CONTRACTED SERVICES
14557955	HOME DEPOT	6/12/2019	3697.22	0100	MAINTENANCE SUPPLIES
14558642	CARSON DELLOSA PUBLISHING, LLC	6/13/2019	99.08	0100	INSTRUCTIONAL SUPPLIES
14558643	LORENA VEGA	6/13/2019	150.00	0100	BENEFIT REFUND

Warrant ID	Payee	Payment Date	Warrant Amount	Fund	PO Ref
14558644	HORIZON DISTRIBUTORS	6/13/2019	257.24	0100	GROUNDS SUPPLIES
14558645	EFRAIN IVAN MANRIQUEZ	6/13/2019	132.01	0100	MILEAGE
14558646	DANIEL CHAVEZ	6/13/2019	161.99	0100	MILEAGE
14558647	BRIANNA MINTON	6/13/2019	78.59	0100	MILEAGE
14558648	CITY TREASURER	6/13/2019	20558.32	0100	UTILITIES
14558649	ELIZABETH ORIGINALES	6/13/2019	29.81	0100	MILEAGE
14558650	DION INTERNATIONAL TRUCK INC.	6/13/2019	151.28	0100	MECHANIC SUPPLIES
14558651	PENSKE TRUCK LEASING	6/13/2019	73.82	0100	LEASE RENTAL
14558652	RUSS' BEE REMOVAL	6/13/2019	200.00	0100	CONTRACTED SERVICES
14558653	CALIFORNIA DEPT. OF JUSTICE	6/13/2019	98.00	0100	CONTRACTED SERVICES
14558655	ANITA GILLCHREST	6/13/2019	346.67	0100	MILEAGE
14558656	BLACKIE'S TROPHIES & AWARDS	6/13/2019	4403.07	0100	OFFICE SUPPLIES
14558657	A-Z BUS SALES, INC.	6/13/2019	278.97	0100	CONTRACTED SERVICES
14558658	I B TROPHIES & AWARDS	6/13/2019	426.69	0100	INCENTIVE & AWARDS
14558659	VERONICA MEDINA	6/13/2019	292.52	0100	REIMBURSEMENT
14558660	PRO POWER	6/13/2019	101.40	0100	GROUNDS SUPPLIES
14558661	XEROX CORPORATION	6/13/2019	4465.42	0100	CONTRACTED SERVICES
14559374	PANERA BREAD COMPANY	6/14/2019	296.01	0100	REFRESHMENTS
14559375	MARGARET CLAIRE PERKINS	6/14/2019	300.00	0100	PROFESSIONAL SERVICES
14559376	RICH THOME CONSULTING	6/14/2019	4860.00	0100	PROF. SERVICES - Consulting
14559377	DECLUES, BURKETT & THOMPSON, APC	6/14/2019	1353.00	0100	LEGAL FEES
14559378	KEYGUARD ASSISTIVE TECHNOLOGY	6/14/2019	70.18	0100	INSTRUCTIONAL SUPPLIES
14559379	NEW HAVEN YOUTH & FAMILY SERVICES	6/14/2019	12304.09	0100	CONTRACTED SERVICES
14559380	HATCH & CESARIO ATTORNEYS-AT LAW	6/14/2019	992.25	0100	PROFESSIONAL SERVICES
14559381	TRANSFINDER CORPORATION	6/14/2019	16195.00	0100	ANNUAL SOFTWARE
14559382	SAN DIEGO GAS & ELECTRIC	6/14/2019	343.86	0100	UTILITIES
14559383	WILKINSON HADLEY KING &	6/14/2019	5475.00	0100	PROFESSIONAL SERVICES
14559384	WAXIE SANITARY SUPPLY	6/14/2019	14366.14	0100	CUSTODIAL SUPPLIES
14559385	PARADIGM HEALTHCARE SERVICES	6/14/2019	500.00	0100	PROFESSIONAL SERVICES
14559386	MCGRAW-HILL	6/14/2019	1032.79	0100	INSTRUCTIONAL SUPPLIES
14559387	GRAINGER	6/14/2019	8057.08	0100	MAINTENANCE SUPPLIES
14559388	DUNN-EDWARDS CORP.	6/14/2019	3903.78	0100	MAINTENANCE SUPPLIES
14559389	CONSTRUCTIVE PLAYTHINGS	6/14/2019	981.90	0100	INSTRUCTIONAL SUPPLIES

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14559390	CITY TREASURER	6/14/2019	8964.98	0100	MAINTENANCE FEE
14559391	SOUTH BAY FENCE, INC.	6/14/2019	4570.00	0100	CONTRACTED SERVICES
14559393	KONE INC	6/14/2019	2030.07	0100	CONTRACTED SERVICES
14559394	CABE	6/14/2019	465.00	0100	REGISTRATION FEES
14559395	ASELTINE SCHOOL	6/14/2019	13702.22	0100	PROF. SERV -NONPUBLIC SCHOOL
14559396	PERMA BOUND PUB.	6/14/2019	7109.28	0100	INSTRUCTIONAL SUPPLIES
14559397	HARBOR FREIGHT TOOLS	6/14/2019	108.74	0100	MAINTENANCE SUPPLIES
14559398	YMCA OF SAN DIEGO COUNTY	6/14/2019	122561.35	0100	CONTRACTED SERVICES
14559399	ROAD ONE TOWING	6/14/2019	1350.00	0100	CONTRACTED SERVICES
14559400	R&L PERFORMANCE AUTO SERVICE	6/14/2019	1375.91	0100	CONTRACTED SERVICES
14559401	HYDROTEX PARTNERS, LTD	6/14/2019	3801.22	0100	MECHANIC SUPPLIES
14559865	VECTOR USA	6/17/2019	21157.24	0100	CONTRACTED SERVICES
14559866	NADIA AVILES	6/17/2019	463.86	0100	REIMBURSEMENT
14559867	CSM CONSULTING INC.	6/17/2019	7477.98	0100	PROFESSIONAL SERVICES
14559868	KAGAN PROFESSIONALDEVELOPMENT	6/17/2019	7888.08	0100	PROFESSIONAL SERVICES
14559869	KELLY PAPER	6/17/2019	3577.92	0100	INSTRUCTIONAL SUPPLIES
14559870	DAVID ALVARADO	6/17/2019	122.52	0100	REIMBURSEMENT
14559871	MARK KIRCHER	6/17/2019	261.57	0100	MILEAGE
14559872	EBS - EDUATIONAL BASED SERVICES	6/17/2019	19725.00	0100	CONTRACTED SERVICES
14559873	AGRI-TURF DISTRIBUTING, LLC	6/17/2019	1246.83	0100	GROUND SUPPLIES
14559874	TENCERSHERMAN LLP	6/17/2019	550.84	0100	LEGAL SERVICES
14559875	PAULO AZEVEDO	6/17/2019	405.42	0100	MILEAGE
14559876	SASHANAE BUCHANAN	6/17/2019	412.83	0100	REIMBURSEMENT
14559877	SHI INTERNATIONAL CORP	6/17/2019	9445.36	0100	CONTRACTED SERVICES - Licenses
14559878	CONSTANT CONTACT, INC.	6/17/2019	798.00	0100	DUES & MEMBERSHIPS
14559879	WAXIE SANITARY SUPPLY	6/17/2019	5900.43	0100	CUSTODIAL SUPPLIES
14559880	GRAINGER	6/17/2019	667.15	0100	GROUNDS SUPPLIES
14559881	CURRICULUM ASSOC. INC.	6/17/2019	28743.41	0100	INSTRUCTIONAL SUPPLIES
14559882	SCHOOL SERVICES OF CALIFORNIA	6/17/2019	2600.00	0100	REGISTRATION FEES
14559883	THE INSTITUTE FOR EFFECTIVE	6/17/2019	16101.90	0100	PROF. SERVICES /NON-PUBLIC SCH
14559884	KONE INC	6/17/2019	21311.54	0100	CONTRACTED SERVICES
14559885	JOHNSON CONTROLS	6/17/2019	1154.96	0100	CONTRACTED SERVICES
14559886	RANCHO SAN DIEGO NURSERY INC	6/17/2019	1024.39	0100	MAINTENANCE SUPPLIES

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14559888	WILLY'S ELECTRONIC SUPPLY CO.	6/17/2019	767.95	0100	IT SUPPLIES
14559889	OPTIMUM FLOORCARE	6/17/2019	181.86	0100	GROUNDS SUPPLIES
14559890	OTAY MESA SALES INC.	6/17/2019	765.02	0100	MAINTENANCE SUPPLIES
14559891	LAW OFFICES OF SCHWARTZ&STOREY	6/17/2019	5500.00	0100	LEGAL SERVICES
14559892	ANTONIO RAMIREZ	6/17/2019	876.96	0100	MILEAGE
14560528	RAPHAELS PARTY RENTALS INC.	6/18/2019	3598.53	0100	CONTRACTED SERVICES
14560529	BMR HEALTH SERVICES, INC	6/18/2019	4960.00	0100	CONTRACTED SERVICES
14560530	CAROLYN KARINEN	6/18/2019	4944.00	0100	PROFESSIONAL SERVICES SLP
14560531	PANERA BREAD COMPANY	6/18/2019	349.53	0100	REFRESHMENTS
14560532	VOICE AND VIDEO RENTALS	6/18/2019	775.75	0100	CONTRACTED SERVICES
14560533	OFFICE DEPOT	6/18/2019	3623.76	0100	OFFICE SUPPLIES
14560534	EWING IRRIGATION	6/18/2019	2224.49	0100	GROUNDS SUPPLIES
14560535	RCP BLOCK & BRICK	6/18/2019	1768.40	0100	GROUNDS SUPPLIES
14560536	VALLEY INDUSTRIAL SPECIALTIES	6/18/2019	27.34	0100	MAINTENANCE SUPPLIES
14560537	PLATINUM PARTY RENTALS	6/18/2019	4823.60	0100	CONTRACTED SERVICES
14561698	DEPARTMENT OF GENERAL SERVICES	6/19/2019	450.00	0100	PROFESSIONAL SERVICES
14561699	JACOB RODRIGUEZ	6/19/2019	84.10	0100	MILEAGE
14561700	ALL AMERICAN EMPLOYEE AWARDS	6/19/2019	6444.35	0100	OFFICE SUPPLIES
14561701	TODD LEWIS	6/19/2019	104.69	0100	MILEAGE
14561702	CROWN AWARDS	6/19/2019	774.02	0100	AWARDS & INCENTIVES
14561703	JILL WECKERLY, PH.D.	6/19/2019	2750.00	0100	PROFESSIONAL SERVICES
14561704	JESSICA KERBOW	6/19/2019	27.84	0100	MILEAGE
14561705	ALEXIS TAPIA	6/19/2019	67.28	0100	MILEAGE
14561706	BRIANNA MINTON	6/19/2019	31.78	0100	MILEAGE
14561707	SUCCESSORIES, INC	6/19/2019	111.89	0100	INSTRUCTIONAL SUPPLIES
14561708	JUAN GUTIERREZ	6/19/2019	800.00	0100	CONTRACTED SERVICES
14561709	DUDE SOLUTIONS, INC	6/19/2019	20835.00	0100	CONTRACTED SERVICES -
14561710	SEAWORLD PARKS & ENTERTAINMENT	6/19/2019	468.00	0100	ADMISSION FEES
14561711	THE MASTER TEACHER	6/19/2019	415.41	0100	OFFICE SUPPLIES
14561712	SAN DIEGO COUNTY	6/19/2019	85.00	0100	REGISTRATION FEE
14561713	REALLY GOOD STUFF, LLC	6/19/2019	626.15	0100	INSTRUCTIONAL SUPPLIES
14561714	I B TROPHIES & AWARDS	6/19/2019	4008.95	0100	INCENTIVE AND AWARDS
14561715	EDUCATIONAL TESTING SERVICE	6/19/2019	1084.90	0100	INSTRUCTIONAL SUPPLIES

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14561716	SOUTHWEST SCHOOL & OFFICE	6/19/2019	1156.19	0100	INSTRUCTIONAL SUPPLIES
14561717	ARACELI FELIX	6/19/2019	87.45	0100	REIMBURSEMENT
14561718	OPTIMUM FLOORCARE	6/19/2019	167.08	0100	GROUNDS SUPPLIES
14561719	BEST BEST & KRIEGER LLP	6/19/2019	31420.56	0100	LEGAL SERVICES
14561720	ALLTECH IMAGING TECHNOLOGIES	6/19/2019	218.00	0100	CONTRACTED SERVICES
14561721	PLATINUM PARTY RENTALS	6/19/2019	2326.29	0100	CONTRACTED SERVICES
14561722	FUN AND FUNCTION, LLC	6/19/2019	78.94	0100	INSTRUCTIONAL SUPPLIES
14561723	NIRVANA BUSTOS	6/19/2019	108.80	0100	MILEAGE
14562648	VERONICA AGUAYO	6/20/2019	89.60	0100	REIMBURSEMENT
14563977	ELMY FLORES	6/21/2019	238.03	0100	MILEAGE
14563978	MANO A MANO FOUNDATION	6/21/2019	4000.00	0100	PROFESSIONAL SERVICES
14563979	PABLO J. SAINZ	6/21/2019	54.98	0100	MILEAGE
14563980	RUSSELL LITTLE	6/21/2019	37.24	0100	REIMBURSEMENT
14563981	JONATHAN RITCHISON	6/21/2019	71.91	0100	REIMBURSEMENT
14563982	LAKESHORE	6/21/2019	11576.46	0100	INSTRUCTIONAL SUPPLIES
14563983	MARTIN GALANTE	6/21/2019	175.46	0100	REIMBURSEMENT
14563984	MICHELLE PATTERSON	6/21/2019	186.94	0100	REIMBURSEMENT
14563985	SANDRA RODRIGUEZ-GUZMAN	6/21/2019	44.94	0100	REIMBURSEMENT
14563986	NAPA AUTO AND TRUCK PARTS	6/21/2019	322.32	0100	MECHANIC SUPPLIES
14563987	VERONICA MEDINA	6/21/2019	329.44	0100	MILEAGE
14563988	ALICIA MARISCAL	6/21/2019	700.00	0100	CONTRACTED SERVICES
14563989	AMAZON.COM, INC.	6/21/2019	27.60	0100	OFFICE SUPPLIES
14564830	GLOBAL EQUIPMENT CO., INC.	6/24/2019	335.63	0100	OFFICE SUPPLIES
14564831	MY PT SAN DIEGO	6/24/2019	2500.00	0100	CONTRACTED SERVICES
14564832	XEROX FINANCIAL SERVICES	6/24/2019	9274.25	0100	CONTRACTED SERVICES
14564833	MAXIM HEALTHCARE SERVICES, INC	6/24/2019	65635.25	0100	PROFESSIONAL SERVICES
14564834	ARDOR HEALTH SOLUTIONS	6/24/2019	16416.00	0100	CONTRACTED SERVICES
14564835	DANNIS WOLIVER KELLEY	6/24/2019	1824.00	0100	LEGAL FEES
14564836	NICK MARINOVICH	6/24/2019	1325.00	0100	PROFESSIONAL SERVICES
14564837	NEW HAVEN YOUTH & FAMILY SERVICES	6/24/2019	664.19	0100	CONTRACTED SERVICES
14564838	CALIFORNIA TEACHER ASSOCIATION	6/24/2019	2900.00	0100	PROFESSIONAL SERVICES
14564839	THE ED LADDER	6/24/2019	1170.00	0100	CONTRACTED SERVICES
14564840	WAXIE SANITARY SUPPLY	6/24/2019	3598.60	0100	CUSTODIAL SUPPLIES

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14564841	LAKESHORE	6/24/2019	15156.88	0100	INSTRUCTIONAL SUPPLIES
14564842	SCHOOL HEALTH CORPORATION	6/24/2019	427.05	0100	INSTRUCTIONAL SUPPLIES
14564843	PARADIGM HEALTHCARE SERVICES	6/24/2019	5490.00	0100	PROFESSIONAL SERVICES
14564844	FLEET SERVICES INC.	6/24/2019	459.89	0100	CONTRACTED SERVICES
14564845	SCHOOL SPECIALTY	6/24/2019	652.91	0100	OFFICE SUPPLIES
14564846	SOUTH BAY FENCE, INC.	6/24/2019	1560.00	0100	CONTRACTED SERVICES
14564847	REFRIGERATION SUPPLIES	6/24/2019	29.26	0100	MAINTENANCE SUPPLIES
14564849	WILLIAM V. MAC GILL & CO.	6/24/2019	1597.28	0100	MEDICAL SUPPLIES
14564850	BARNES AND NOBLE	6/24/2019	1086.30	0100	INSTRUCTIONAL SUPPLIES
14564851	BLACKIE'S TROPHIES & AWARDS	6/24/2019	468.71	0100	OFFICE SUPPLIES
14564852	A-Z BUS SALES, INC.	6/24/2019	1543.09	0100	CONTRACTED SERVICES
14564853	ROMAINE ELECTRICT CORPORATION	6/24/2019	162.65	0100	MECHANIC SUPPLIES
14564854	SMART & FINAL	6/24/2019	344.60	0100	REFRESHMENTS
14564855	CPI	6/24/2019	3100.00	0100	LICENSE FEES
14564856	FEDEX	6/24/2019	97.96	0100	POSTAGE
14564857	PARENT INSTITUTE FOR QUALITY	6/24/2019	200.00	0100	OFFICE SUPPLIES
14564858	SAN DIEGO COUNTY SUPERINTENDEN	6/24/2019	400.00	0100	REGISTRATION FEES
14564859	RUSSELL SIGLER, INC	6/24/2019	1280.79	0100	MAINTENANCE SUPPLIES
14564860	FOLLETT SCHOOL SOLUTIONS,INC	6/24/2019	2417.17	0100	INSTRUCTIONAL SUPPLIES
14564861	U.S. BANK - PARS #6746050200	6/24/2019	322305.76	0100	SUPPLEMENTARY RETIREMENT PLAN
14564862	CALIFORNIA FINANCIAL SERVICES	6/24/2019	20000.00	0100	PROFESSIONAL SERVICES
14565752	KEENAN & ASSOCIATES	6/25/2019	2018.36	0100	PROFESSIONAL SERVICES
14565754	MAXIM HEALTHCARE SERVICES, INC	6/25/2019	5963.34	0100	PROFESSIONAL SERVICES
14565756	PURCHASE POWER	6/25/2019	9214.07	0100	POSTAGE
14565757	DOLLARDAYS INTERNATIONAL, INC.	6/25/2019	12663.08	0100	UNIFORMS
14565758	ARAMARK UNIFORM & CAREER APPAREL, LLC	6/25/2019	118.92	0100	CONTRACTED SERVICES
14565759	WEX BANK	6/25/2019	4087.23	0100	GASOLINE
14565760	ALMA CERVANTES	6/25/2019	70.00	0100	REFRESHMENTS
14565761	CSEA	6/25/2019	540.00	0100	REGISTRATION FEES
14565762	CITY TREASURER	6/25/2019	15271.07	0100	UTILITIES
14565764	LAKESHORE	6/25/2019	3586.91	0100	INSTRUCTIONAL SUPPLIES
14565765	SCHOOL HEALTH CORPORATION	6/25/2019	2024.89	0100	MEDICAL SUPPLIES
14565766	SCHOLASTIC , INC	6/25/2019	803.25	0100	INSTRUCTIONAL SUPPLIES

Warrant ID	Payee	Payment Date	Warrant Amount	Fund	PO Ref
14565767	DUNN-EDWARDS CORP.	6/25/2019	271.87	0100	MAINTENANCE SUPPLIES
14565768	SAFEWAY INC. -VONS DIVISION	6/25/2019	59.99	0100	REFRESHMENTS
14565769	HOME DEPOT	6/25/2019	1571.63	0100	MAINTENANCE SUPPLIES
14565770	UNITED STATES POSTAL SERVICE	6/25/2019	2855.56	0100	POSTAGE REPLENISH
14565771	BARNES AND NOBLE	6/25/2019	1011.34	0100	INSTRUCTIONAL SUPPLIES
14565772	PERMA BOUND PUB.	6/25/2019	17592.66	0100	INSTRUCTIONAL SUPPLIES
14565773	I B TROPHIES & AWARDS	6/25/2019	143.31	0100	AWARDS & INCENTIVES
14565774	BJ'S RENTALS, INC.	6/25/2019	108.68	0100	CONTRACTED SERVICES
14565775	TERI CRIMSON CENTER FOR SPEECH-	6/25/2019	1500.00	0100	PROFESSIONAL SERVICES
14565776	AMAZON.COM, INC.	6/25/2019	16722.55	0100	INSTRUCTIONAL SUPPLIES
14565778	SITSPOTS	6/25/2019	139.38	0100	INSTRUCTIONAL SUPPLIES
14565779	FLYERS ENERGY	6/25/2019	3740.26	0100	CONTRACTED SERVICES
14566874	OMAR CALLEROS	6/26/2019	205.08	0100	REIMBURSEMENT
14566875	HEIDISONGS	6/26/2019	89.23	0100	INSTRUCTIONAL SUPPLIES
14566876	ASSETWORKS, LLC	6/26/2019	19950.00	0100	PROFESSIONAL SERVICES
14566877	SPORTS FOR LEARNING	6/26/2019	16272.00	0100	CONTRACTED SERVICES
14566878	SAN YSIDRO SCHOOL DISTRICT	6/26/2019	5339.58	0100	RCF REPLENISH
14566879	LAKESHORE	6/26/2019	7632.74	0100	INSTRUCTIONAL SUPPLIES
14566880	SCHOOL HEALTH CORPORATION	6/26/2019	289.99	0100	MEDICAL SUPPLIES
14566881	SCHOLASTIC , INC	6/26/2019	172.00	0100	INSTRUCTIONAL SUPPLIES
14566882	CURRICULUM ASSOC. INC.	6/26/2019	1034.40	0100	INSTRUCTIONAL SUPPLIES
14566883	SCHOOL SPECIALTY	6/26/2019	432.88	0100	INSTRUCTIONAL SUPPLIES
14566884	MONICA YRINEO	6/26/2019	26.98	0100	REIMBURSEMENT
14566885	HOME DEPOT	6/26/2019	26.89	0100	INSTRUCTIONAL SUPPLIES
14566886	WILLIAM V. MAC GILL & CO.	6/26/2019	3334.86	0100	MEDICAL SUPPLIES
14566887	APPLE INC	6/26/2019	8768.87	0100	INSTRUCTIONAL SUPPLIES
14566888	WAL- MART COMMUNITY/GECRB	6/26/2019	33.66	0100	PATHWAYS- INST. SUPPLIES
14566889	OUR LADY OF MT. CARMEL SCHOOL	6/26/2019	4536.60	0100	CONTRACTED SERVICES
14566890	SAN YSIDRO SCHOOL DISTRICT	6/26/2019	3929.23	0100	PCARD JUNE REPLENISHMENT
14566891	B&H PHOTO,VIDEO	6/26/2019	771.61	0100	INSTRUCTIONAL SUPPLIES
14566892	BEST BEST & KRIEGER LLP	6/26/2019	32277.09	0100	LEGAL FEES
14566893	AMAZON.COM, INC.	6/26/2019	301.31	0100	INSTRUCTIONAL SUPPLIES
14566894	SAN DIEGO CENTER FOR CHILDREN	6/26/2019	5590.96	0100	PROFESSIONAL SERVICES

Warrant ID	Payee	Payment Date	Warrant Amount	Fund	PO Ref
14566895	XEROX CORPORATION	6/26/2019	1279.02	0100	CONTRACTED SERVICES
14567728	BALFOUR BEATTY CONSTRUCTION LLC	6/27/2019	2651265.64	0100	CONTRACTED SERVICES
14567729	SAN YSIDRO SCHOOL DISTRICT	6/27/2019	4246.64	0100	PCARD MAY REPLENISH
Total 0100			**$ 4,539,706.31**		
14553646	SCHOOL SPECIALTY	6/4/2019	1349.03	1200	INSTRUCTIONAL SUPPLIES
14553649	SAFEWAY INC. -VONS DIVISION	6/4/2019	363.94	1200	REFRESHMENTS
14554353	SOUTHWEST SCHOOL & OFFICE	6/5/2019	1357.98	1200	INSTRUCTIONAL SUPPLIES
14558654	LORENA VARELA	6/13/2019	35.36	1200	REIMBURSEMENT
14559373	COMMUNITY PLAYTHINGS	6/14/2019	5439.24	1200	INSTRUCTIONAL SUPPLIES
14559392	POSITIVE PROMOTIONS	6/14/2019	436.92	1200	INSTRUCTIONAL SUPPLIES
14559887	LORENA VARELA	6/17/2019	181.77	1200	MILEAGE
14564848	SAFEWAY INC. -VONS DIVISION	6/24/2019	229.11	1200	REFRESHMENTS
14565763	CALIFORNIA DEPARTMENT OF TAX	6/25/2019	9218.30	1200	STATE USE TAX 2018-2019
Total 1200			**$ 18,611.65**		
14556005	K & M Foodservice	6/7/2019	4546.21	1300	CAFETERIA FOOD
14556021	SYSCO SAN DIEGO INC.	6/7/2019	857.88	1300	CAFETERIA FOODS
14556030	COUNTY OF SAN DIEGO	6/7/2019	744.00	1300	CONTRACTED SERVICES
14556048	LITTLE CAESARS PIZZA	6/7/2019	288.67	1300	CAFETERIA FOOD
14556523	EMS LINQ INC	6/10/2019	3600.00	1300	CONTRACTED SERVICES
14556527	BELLAMA	6/10/2019	2439.30	1300	MAINTENANCE SUPPLIES
14556538	SIR SPEEDY PRINTING 02890	6/10/2019	48.94	1300	OFFICE SUPPLIES
14562646	CRYSTAL CLEAR GLASS & MIRROR	6/20/2019	378.45	1300	MAINTENANCE SUPPLIES
14562647	SELECTA INTERNATIONAL	6/20/2019	925.83	1300	CAFETERIA FOOD
14562649	GOLD STAR FOODS	6/20/2019	56891.34	1300	CAFETERIA FOOD
14562650	SYSCO SAN DIEGO INC.	6/20/2019	1562.82	1300	CAFETERIA FOODS
14562651	HOLLANDIA DAIRY INC.	6/20/2019	34469.38	1300	CAFETERIA FOOD
14562652	SAFEWAY INC. -VONS DIVISION	6/20/2019	24.17	1300	CATERING SUPPLIES
14562653	P&R PAPER SUPPLY COMPANY, INC.	6/20/2019	5318.84	1300	CAFETERIA SUPPLIES
14562654	LLOYD PEST CONTROL CO.	6/20/2019	384.00	1300	CONTRACTED SERVICES
14562655	ACE COOLING & FREEZING	6/20/2019	409.31	1300	CONTRACTED SERVICES
14562656	BJ'S RENTALS, INC.	6/20/2019	55.19	1300	CONTRACTED SERVICES
14562657	AMERICAN PRODUCE DISTRIBUTORS	6/20/2019	27489.28	1300	CAFETERIA FOOD
14562658	GALASSO'S BAKERY	6/20/2019	7178.40	1300	CAFETERIA FOOD

Warrant ID	Payee	Payment Date	Warrant Amount	Fund	PO Ref
14563976	ANA BUSH	6/21/2019	73.31	1300	MILEAGE
14565755	SADEER SAHIB	6/25/2019	52.32	1300	MILEAGE
Total 1300			$ 147,737.64		
14553631	ALLIANCE ENGINEERING OF CALIFORNIA, INC	6/4/2019	1444.80	2110	CONTRACTED SERVICES
Total 2110			$ 1,444.80		
14565753	DEPARTMENT OF GENERAL SERVICES	6/25/2019	3700.95	2518	CONTRACTED SERVICES
Total 2518			$ 3,700.95		
Grand Total			$ 4,711,201.35		

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 11, 2019

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

INITIAL: MA

☐ Informational
☒ Action

AGENDA ITEM: FOURTH QUARTERLY COMPLAINT REPORT FOR WILLIAM'S SETTLEMENT RELATED ISSUES FOR SCHOOL YEAR 2018-19

BACKGROUND INFORMATION:

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

The synopsis below reports that from April, 2019 to June 30, 2019, the District has not received any written complaints pertaining to teacher mis-assignments, instructional materials deficiencies or facilities disrepair.

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

RECOMMENDATION:

Accept the Report of William's Settlement related complaints for the fourth quarter from April 1, 2019 to June 30, 2019 of the 2018-19 school year for submission to the San Diego County Office of Education.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

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

Financial Implications? ☐ Yes ☒ No

Are funds for this item available in the 2019-2020 Budget? ☐ Yes ☐ No

Requisition #

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

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

Superintendent's Office Certification:

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

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 11, 2019

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

INITIAL: MA

☐ Informational
☒ Action

AGENDA ITEM: ACCEPTANCE OF DONATIONS

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

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

RECOMMENDATION:
Accept donations valued at $260.00 to help support and enrich our educational programs.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

Financial Implications? ☐ Yes ☒ No

Are funds for this item available in the 2019-2020 Budget? ☐ Yes ☐ No

Requisition #

DONATIONS $260.00	Cash/Checks Only Donations Account	--
(Amount)	(Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

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

San Ysidro School District

2019-2020 DONATIONS

BOARD MEETING: July 11, 2019		Donation		
From	To	Cash/Check Amount	Estimated Value of items/supplies	Purpose / Description
Tacos Los Chuchis	Smythe	$230.00	N/A	Special Olympics
Cinnamon Clark	District	N/A	$30.00	Backpacks for Resource Fair

San Ysidro School District
DONATION INFORMATION

This form is to be completed when a donation has been received at your school site. Please send this form and any backup information/documentation to Pat Caro in the Business Services office by the first of each month.

PRINT CLEARLY / COMPLETE ALL AREAS:

Date Received: 5/16/2019		
Company/Organization Name: Taco Chuy's	Telephone #: (619) 649 1997	
Contact Person (From): (Please include even if anonymous)	Anonymous ☐ Yes ☒ No	
Address: Avenida Sánchez Taboada		
City, State, Zip Tijuana BC		
Donated to: ☐ District-wide ☒ School Site: Smythe ☐ Department: _____ ☐ Other: _____		
Check/Cash Amount $ 230.00		
Item(s) Donated: ☐ Supplies ☐ Other: _____ Value $_____		
Purpose (for what?): Special Olympics San Ysidro School District		
Board Approved Date:	Thank you letter sent:	

San Ysidro School District
DONATION INFORMATION

This form is to be completed when a donation has been received at your school site. Please send this form and any backup information/documentation to Pat Caro in the Business Services office by the first of each month.

PRINT CLEARLY / COMPLETE ALL AREAS:

Date Received:		
Company/Organization Name:	Telephone #: ( )	
Contact Person (From): (Please include even if anonymous)	Anonymous ☐ Yes ☐ No	
Address:		
City, State, Zip		
Donated to: ☐ District-wide ☐ School Site: _____ ☐ Department: _____ ☐ Other: _____		
Check/Cash Amount $		
Item(s) Donated: ☐ Supplies ☐ Other: _____ Value $_____		
Purpose (for what?):		
Board Approved Date:	Thank you letter sent:	

San Ysidro School District

DONATION INFORMATION

This form is to be completed when a donation has been received. Please email this form and any backup Information/documentation to Pat Caro in the Business Services office.

PRINT CLEARLY / COMPLETE ALL AREAS:

Date Received: 6/17/19	
Company/Organization Name:	
Contact Person (From): (Please include even if anonymous) Cinnamon Clark	Anonymous ❒ Yes ☒ No
Address: 3822 Coral Crest Way	
City, State, Zip San Diego, CA 92173	
Donated to: ☒ District-wide ❒ School Site: _____ ❒ Department: _____ ❒ Other: _____	
Check/Cash Amount $ ~~30~~	
Item(s) Donated: ❒ Supplies ☒ Other: Backpacks Value $ 30	
Purpose (for what?): Resource Fair	
Board Approved Date:	Thank you letter sent:

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 11, 2019

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

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

INITIAL: GAP

☐ Informational
☒ Action

AGENDA ITEM: RESOLUTION NO. 18/19-0050 – BOARD COMPENSATION FOR MISSED MEETINGS

BACKGROUND INFORMATION:
The Governing Board of the San Ysidro School District appreciates the services provided by members of the Board and provides compensation for meeting attendance in accordance with Education Code 35120 and Board Bylaw 9250.

Education Code 35120 provides that the monthly compensation provided to Board members shall commensurate with the percentage of meetings attended during the month unless otherwise authorized by Board resolution. Antonio Martinez was absent from the Special Board Meeting of June 6, 2019.

RECOMMENDATION:
Adopt Resolution No. 18/19-0050 recognizing that Antonio Martinez was absent from the Special Board Meeting of June 6, 2019 due to hardship and received the maximum monthly compensation for that month.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

Financial Implications? ☒ Yes ☐ No

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

Requisition #

$264.60	General Fund	--
(Amount)	(Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

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

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD

RESOLUTION NO. 18/19-0050

BOARD COMPENSATION FOR MISSED MEETINGS

WHEREAS, the Governing Board of the San Ysidro School District appreciates the services provided by members of the Board and provides compensation for meeting attendance in accordance with Education Code 35120 and Board Bylaw 9250; and

WHEREAS, Education Code 35120 provides that the monthly compensation provided to Board members shall be commensurate with the percentage of meetings attended during the month unless otherwise authorized by Board resolution; and

WHEREAS, Education Code 35120 specifies limited circumstances under which the Board is authorized to compensate a Board member for meetings he/she missed; and

WHEREAS, the Board finds that Antonio Martinez did not attend the Special Board Meeting on June 6, 2019, for the following reason(s):

[ ] Performance of other designated duties for the district during the time of the meeting
[ ] Illness or jury duty
[X] Hardship deemed acceptable by the Board

NOW, THEREFORE, BE IT RESOLVED, that the Governing Board of the San Ysidro School District approved full compensation of the Board member for the month of June 2019.

PASSED AND ADOPTED THIS 11th day of July 2019 at a regular meeting, by the following vote:

AYES:_____ **NOES:**_____ **ABSENT:**_____ **ABSTAIN:** _____

Attest:

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

_____
Board President

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 11, 2019

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

FROM:
Maintenance, Operations, Transportation & Facilities
Paulo Azevedo, Director

INITIAL: MAA

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH D&D WILDLIFE HABITAT RESTORATION, INC

BACKGROUND INFORMATION:
Between 2011 and 2016, the District has been implementing a vernal pool mitigation site within the City of San Diego ("City") Otay Mesa Vernal Pool Preserve ("Offsite Preserve"), as mitigation for the loss of vernal pools and federally- endangered San Diego fairy shrimp due to the construction of Vista Del Mar Elementary School.

D&D Wildlife Habitat Restoration, Inc. is the company that has been directly involved with the maintenance of the vernal pool for several years. This agreement is for D&D to continue to provide these services directly through an agreement with the District to avoid delays in the required maintenance to the migitation site.

RECOMMENDATION:
Ratify the agreement with D&D Wildlife Habitat Restoration, Inc. for maintenance service at the Vernal Pool Mitigation Site at a monthly cost of $575.00 from the General fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):
Goal No. 2: Base Services and Safety
2.1 Maintain basic operating services of the district including MOT personnel, transportation, contracted services, and utilities.

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

Financial Implications? ☒ Yes ☐ No

Are funds for this item available in the 2019-2020 Budget? ☒ Yes ☐ No

Requisition #

$575.00	General Fund	--
(Amount)	(Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 12th day of July, 2019, by and between the San Ysidro School District, hereinafter called the "District", and

D&D Wildlife Habitat Restoration, Inc.
Company/Consultant

(619) 667-3707
Telephone Number

9143 Harness Street, Spring Valley, CA 91977
Address

www.habitatsrestoration.com
Email

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

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

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

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

1.2 TERM

From: July 1, 2019 To: June 30, 2021

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

2 FEES AND PAYMENTS

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

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

3. ADDITIONAL SERVICES.

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

4 RESPONSIBLIITIES OF CONSULTANT

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

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

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

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

at all times be under Consultant's 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.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation (Employer's Insurance):** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of San Ysidro School District.
4. **Professional Liability (Errors and Omissions):** Insurance appropriates 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 $2,000,000 per occurrence with an aggregate limit of not less than $5,000,000 and shall cover all of Consultant's employees, officials and agents. Coverage shall apply to any dishonest, fraudulent, malicious or criminal use of Consultants or computer system or to obtain financial benefit for any party; to steal, take or provide unauthorized access of electronic data, including publicizing confidential electronic data or causing confidential electronic data to be accessible to unauthorized persons; transfer and for Third-Party Liability encompassing judgements or settlement and defense costs arising out of litigation due to a data breach and data breach response costs for customer notification and credit monitoring service fees. **District waives**

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

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

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

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

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

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

Acceptability of Insurers

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

Claims Made Policies (note – should be applicable only to professional liability, see below)
If any of the required policies provide claims-made coverage:

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

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

5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

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

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

5.2 SUSPENSION OF SERVICES

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

5.3 TERMINATION OF AGREEMENT

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

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

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

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

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

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

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

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

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

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

5.5 SAFETY

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

5.6 PROJECT STAFFING

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

5.7 INDEMNIFICATION

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

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:	D&D Wildlife Habitat Restoration, Inc.
Name:	Douglas W. McKinney
Title:	President & Project Manager
Address:	9143 Harness Street
City/State/Zip Code:	Spring Valley, CA 91977
Telephone:	(619) 667-3707 // Fax (619) 667-3929
Email:	douglasm@habitatsrestoration.com

DISTRICT:	San Ysidro School District	
Name:	Marilyn Adrianzen	Paulo Azevedo
Title:	Chief Business Official	Director, MOTF
Address:	4350 Otay Mesa Road	4350 Otay Mesa Road
City/State/Zip code:	San Ysidro, CA 92173	San Ysidro, CA 92173
Telephone:	(619) 428-4476	(619) 428-4476 ext 3065
Email:	Marilyn.adrianzen@sysdschools.org	Paulo.azevedo@sysdschools.org

6 ENTIRE AGREEMENT

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

7 WARRANTY OF AUTHORITY:

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

CONSULTANT	DISTRICT
	San Ysidro School District
Firm Name	Firm Name
Signature of Authorized Agent	Signature
	Marilyn Adrianzen, Chief Business Official
Print Name, Title	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 ECTION 45125.1 and
Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c)
Fingerprinting and Criminal Background Investigation Requirements

The San Ysidro School District (District) has determined under Education Code Section 45125.1, 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 _____

D&D Wildlife Habitat Restoration, Inc.

Specializing in the Restoration and Maintenance of Native Plant Communities

June 11, 2019

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

P: (619) 428-4476

PROPOSAL TO PROVIDE HABITAT AREA MAINTENANCE SERVICE FOR THE SAN YSIDRO SCHOOL DISTRICTS – VISTA DEL MAR ELEMENTARY SCHOOL VERNAL POOL MITIGATION SITE

Service up to once per month with no periods of more than 60 days between service visits which include all equipment, expenses, fees, labor and materials to perform the following:

1) Manual removal of invasive-exotic plants and weeds.
2) Application of selective herbicide to invasive plants and weeds in upland sage scrub areas including a fifteen-foot buffer area outside the habitat area fence.
3) Removal and disposal of litter and maintenance related debris at the D&D yard recycle dumpsters.
4) Minor fence and sign repairs as needed.
5) Photograph habitat maintenance areas and access road area conditions once every 90 days and share photo's using a cloud share folder.

Monthly cost of $575.00 will be billed monthly and due upon receipt, in months of no service an invoice will be submitted with no amount due.

Period of service is month to month beginning upon notice to proceed.

Submitted by,

Douglas W. McKinney
President & Project Manager

Contractor License # 440492 \\ Certified Small Business Enterprise (SBE)
www.habitatsrestoration.com
9143 Harness Street Spring Valley, CA. 91977
Tel: (619) 667-3707 \\ Fax: (619) 667-3929

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board **BOARD MEETING DATE:** July 11, 2019

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

FROM:
Special Education,
Oscar Madera, Director

INITIAL:
☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH INCREASE SAFETY SERVICES

BACKGROUND INFORMATION:
CardioPulmunary Resuscitation (CPR), Automated External Defibrillator (AED), and First Aid Certification training is designed to provide the classroom staff knowledge on how to handle students with special needs who have history of seizures and any health problems per their Individualized Education Plan (IEP).

Increase Safety Services is an agency that provides CPR, AED and First Aid training certification designed for staff in a classroom setting.

Cost Implication: $3,840.00 for up to 64 participants

RECOMMENDATION:
Approve the agreement with Increase Safety Service to provide CPR, AED and First Aid Certification training to San Ysidro School District staff for school year 2019-2020 at a cost up to $3,840.00 from the Special Education fund.

LCAP GOAL AND ACTION/SERVICE:

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

Financial Implications?	Are funds for this item available in the 2019-2020 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$3,840.00	Special Education	--
(Amount)	(Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

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

SAN YSIDRO SCHOOL DISTRICT
4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 12th day of July 2019, by and between the San Ysidro School District, hereinafter called the "District", and

Increase Safety Services Company/Consultant	619.913.8462 Telephone Number
795 Brookstone Rd, Unit #101, Chula Vista, CA 91913 Address	info@increasecpr.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

From: July 1, 2019 To: June 30, 2020

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

2 FEES AND PAYMENTS

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

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

3. ADDITIONAL SERVICES.

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

4 RESPONSIBLIITIES OF CONSULTANT

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

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

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

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

at all times be under Consultant's 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 appropriates 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 $2,000,000 per occurrence with an aggregate limit of not less than $5,000,000 and shall cover all of Consultant's employees, officials and agents. Coverage shall apply to any dishonest, fraudulent, malicious or criminal use of Consultants or computer system or to obtain financial benefit for any party; to steal, take or provide unauthorized access of electronic data, including publicizing confidential electronic data or causing confidential electronic data to be accessible to unauthorized persons; transfer and for Third-Party Liability encompassing judgements or settlement and defense costs arising out of litigation due to a data breach and data breach response costs for customer notification and credit monitoring service fees. **District waives** _____

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

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

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

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

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

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

Acceptability of Insurers

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

Claims Made Policies (note – should be applicable only to professional liability, see below)
If any of the required policies provide claims-made coverage:

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

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

5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

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

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

5.2 SUSPENSION OF SERVICES

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

5.3 TERMINATION OF AGREEMENT

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

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

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

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

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

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

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

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

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

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

5.5 SAFETY

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

5.6 PROJECT STAFFING

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

5.7 INDEMNIFICATION

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.

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:	Increase Safety Service
Name:	Antonio Rivera
Title:	Owner
Address:	795 Brookstone Rd, Unit #101
City/State/Zip Code:	Chula Vista, Ca 91913
Telephone:	619.913.8462
Email:	info@increasecpr.com

DISTRICT:	San Ysidro School District	
Name:	Marilyn Adrianzen	Oscar Madera
Title:	Chief Business Official	Special Education Director
Address:	4350 Otay Mesa Road	4350 Otay Mesa Road
City/State/Zip code:	San Ysidro, CA 92173	San Ysidro, CA 92173
Telephone:	(619) 428-4476	(619) 428-4476
Email:	marilyn.adrianzen@sysdschools.org	oscar.madera@sysdschools.org

6 ENTIRE AGREEMENT

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

7 WARRANTY OF AUTHORITY:

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

CONSULTANT	DISTRICT
Increase Safety Services Firm Name	San Ysidro School District Firm Name
Signature of Authorized Agent	Signature
Antonio Rivera, Owner Print Name, Title	Marilyn Adrianzen, Chief Business Official Print Name, Title
Date:	Date
Phone Number: 619.913.8462	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 ECTION 45125.1 and
Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c)
Fingerprinting and Criminal Background Investigation Requirements

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

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

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

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

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

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

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

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

Company Name:_____

Name/title of authorized representative *(Print)* _____

Signature _____Date _____

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

EXHIBIT A

SCOPE OF SERVICES

To provide CPR, AED and First Aid Certification training up to 64 staff of San Ysidro School District. Cost implication: **$3,840.00** . Please refer to attached quote and scope of work.

INCREASE SAFETY SERVICES

ESTIMATE

#2104

INCREASE SAFETY SERVICES

DATE: MAY 9, 2019

(619) 913-8462
info@increasecpr.com
www.increasescpr.com

TO Rocio Alvarado
SYSD Special Education Dept.
4350 Otay Mesa Road
San Ysidro, Ca 92173

SALESPERSON	JOB
Karla Rivera	EMS Safety Certification

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
64	CPR, AED, First Aid Certification	$60.00	$3,840
	INCLUDES CARD AND STUDENT MANUAL		
	CARD VAILD FOR TWO YEARS		
	WE COME TO YOU AND BRING ALL THE EQUIPMENT AND MATERIALS NEEDED!!		
		SUBTOTAL	$3,840
		SALES TAX	0.00
		TOTAL	$3,840

THANK YOU FOR YOUR BUSINESS!

INCREASE
SAFETY SERVICES

CPR, AED & First Aid Certification
4 hour course
$60.00/person

CPR & AED

- Adult CPR
- Child and Infant CPR
- AED use and safety precautions
- Adult Choking Care
- Child & Infant Choking Care
- CPR Carriers
- Legal Issues
- Responding to an emergency
- *And much more!*

First Aid

- First Aid Assessment
- Injuries and Traumatic Emergencies
- Environmental Emergencies
- First Aid Kit Contents
- Medical Emergencies:
  - ✓ Heart attack recognition
  - ✓ Stroke Recognition
  - ✓ Seizures
  - ✓ Burns
  - ✓ Allergic reactions
  - ✓ Poisoning
  - ✓ Basic Trauma Assessment

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 11, 2019

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

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

INITIAL: CLV
☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS FOR 2019-20 QUALITY PRESCHOOL INITIATIVE SERVICES

BACKGROUND INFORMATION:
The District is entering into a new contract with the San Diego County Office of Education (SDCOE) for the 2019-20 Quality Preschool Initiative (QPI) Program. This program is funded by the First 5 Commission of San Diego County and administered through the SDCOE.

The First 5 San Diego QPI builds upon the success of the eight-year Preschool for All Demonstration Project to create sustainable capacity in San Diego County to meet the needs of our early learners, with a focus on those with the highest needs. The First 5 San Diego Quality Preschool Initiative supports the First 5 Commission of San Diego Strategic Plan's core strategies to provide: quality enhancement of preschool classrooms; early identification and treatment of developmental delays and social emotional issues; parent and caregiver education to promote positive practices, and promotes healthy lifestyle behaviors for young children and their families that reduce childhood obesity (Live Well San Diego).

The Quality Preschool Initiative expands support for the delivery of quality preschool services throughout San Diego County communities that have State or Federal subsidized preschool programs. The SDCOE has allocated funds in the amount of $91,006.00 for the District's 2019-20 QPI Program. These funds will be used to enhance 11 State Preschool and 3 Head Start classes at three District sites.

RECOMMENDATION:
Approve/Ratify the agreement with San Diego County Superintendent of Schools for the 2019-20 First 5 San Diego Quality Preschool Initiative (QPI) Program to include: ▪ Agency iPad User Agreement, and ▪ Pinwheel Limited Use Agreement.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

Financial Implications? ☐ Yes ☒ No

Are funds for this item available in the 2019-2020 Budget? ☐ Yes ☐ No

Requisition #

FUNDING SOURCE		
$91,006.00	Preschool & Child Development (QPI)	1200-9024000-0001
(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 Diego County Superintendent of Schools
Agreement with San Ysidro School District
For Quality Preschool Initiative Services
SDCOE Agreement No. Type text here

This Agreement, for the provision of services is entered into this 10th day of June, 2019, by and between the SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS (hereinafter referred to as "SDCOE") and SAN YSIDRO SCHOOL DISTRICT (hereinafter referred to as "Provider") who agrees to provide the following services to the SDCOE:

1. Scope of Services.
Provider shall provide services as described in Exhibit "A" entitled "Special Provisions" attached hereto and made a part hereof.

2. Term of Agreement.
This Agreement shall be effective from the period commencing July 1, 2019, and ending June 30, 2020, unless sooner terminated by SDCOE as provided in the section of this Agreement entitled "Termination." Upon expiration or termination of this Agreement, Provider shall return to SDCOE any and all equipment, documents or materials and all copies made thereof which Provider received from SDCOE or produced for SDCOE for the purposes of this Agreement.

3. Termination.
This Agreement may be terminated with or without cause by SDCOE. Termination without cause shall be effective only upon 60-day written notice to Provider. During said 60-day period, Provider shall perform all consulting services in accordance with this Agreement.

This Agreement may also be terminated by SDCOE for cause in the event of a material breach of this Agreement, misrepresentation by Provider in connection with the formation of this Agreement or the performance of services, or the failure to perform services as directed by SDCOE. Termination for cause shall be effected by delivery of written notice of termination to Provider. It is understood and agreed the termination may be delivered via email and shall be effective on the date sent.

4. Compensation and Reimbursement.
See **Exhibit "E"**.

The Quality Preschool Initiative designated reimbursement agency is the authorized entity to distribute reimbursements to agencies on a quarterly basis as stated in the Scope of Work (**Exhibit "B"**) and the Fiscal/Reimbursement Guidance and Information (**Exhibit "E"**)

Reimbursement funds to the Provider may be suspended at any point during the program year when violations to this agreement occur. Estimated Not to Exceed (NTE) amounts are included in **Exhibit "E" – Attachment 1.**

5. Confidential Relationship.
SDCOE may from time to time communicate to Provider certain information to enable Provider to effectively perform the services. Provider shall treat all such information as confidential, whether or not so identified, and shall not disclose any part thereof without the prior written consent of the SDCOE. Provider shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services. The foregoing obligation of this Paragraph 5, however, shall not apply to any part of the information that (i) has been disclosed in

publicly available sources of information; (ii) is, through no fault of Provider, hereafter disclosed in publicly available sources of information; (iii) is now in the possession of Provider without any obligation of confidentiality; (iv) is required to be disclosed by operation of law; or (v) has been or is hereafter rightfully disclosed to Provider by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

Provider shall not disclose any reports, recommendations, conclusions or other results of the services or the existence of the subject matter of this Agreement without the prior written consent of the SDCOE. In its performance hereunder, Provider shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm or corporation.

6. Public Records Act.
Provider acknowledges that the SDCOE is a public agency subject to the requirements of the California Public Records Act Cal. Gov. Code section 6250 et seq. The SDCOE acknowledges that Provider may submit information that Provider considers confidential, proprietary, or trade secret information pursuant the Uniform Trade Secrets Act (Cal. Civ. Code section 3426 et seq.), or otherwise protected from disclosure pursuant to an exemption to the California Public Records Act (Government Code sections 6254 and 6255). Provider acknowledges that the SDCOE may submit to Provider information that the SDCOE considers confidential or proprietary or protected from disclosure pursuant to exemptions to the California Public Records Act (Government Code sections 6254 and 6255). Upon request or demand of any third person or entity not a party to this Agreement ("Requestor") for production, inspection and/or copying of information designated by a Disclosing Party as Confidential Information, the Receiving Party as soon practical but within three (3) days of receipt of the request, shall notify the Disclosing Party that such request has been made, by telephone call, letter sent via facsimile and/or by US Mail to the address and facsimile number listed at the end of the Agreement. The Disclosing Party shall be solely responsible for taking whatever legal steps are necessary to protect information deemed by it to be Confidential Information and to prevent release of information to the Requestor by the Receiving Party. If the Disclosing Party takes no such action, after receiving the foregoing notice from the Receiving Party, the Receiving Party shall be permitted to comply with the Requestor's demand and is not required to defend against it.

7. Ownership of Documents.
All memoranda, reports, plans, specifications, maps and other documents prepared or obtained under the terms of this Agreement by or for SDCOE shall be the property of SDCOE and shall be delivered to SDCOE by Provider upon demand.

Services provided to the SDCOE, and all participating schools therein, and all related materials including, but not limited to; audio; video; images; Provider's name, slogans, quotes, writings; posters; and any other related materials which are exclusively owned by the Provider will remain the exclusive property of the Provider.

8. Fund Availability
Funding of this Agreement, if funded by the SDCOE, is contingent upon appropriation and availability of funds. Work performed in advance of Agreement approval shall be done at the sole risk of Provider. In the event the funds are not available by operation of law or budget determination, SDCOE shall have the exclusive right to withhold funding.

9. Data Privacy and Protection
All SDCOE content/data (to include but not limited to: students, teachers, interns, aides, Principals, and other administrative personnel) information involved in this agreement shall continue to be the property of and under the control of the SDCOE.

All content/data created by the SDCOE or by its students or personnel using the service provided will cease to be retained by the Provider at the conclusion of this Agreement and will, in fact, be removed from the Provider's records.

The Provider will not use any information in a student or personnel record for any purposes other than those required or specifically permitted by this Agreement. Any other use of the SDCOE's student and personnel information will not be undertaken without the express, written consent of the SDCOE.

The Provider uses the following methods to ensure the privacy and security of all electronically stored information:

- transmission of student and personnel information is always via secure protocols (SFTP, SSL and/or encryption)
- no data transmission occurs via email
- student and personnel data are stored in an encrypted form and programmatic access to that data is done using secure coding standards without visible account or password information
- all server systems including data storage are maintained in a locked, secure, environmentally controlled facility
- all server systems have been hardened with industry standard recommended measures for security protection

The Provider will notify the SDCOE within 24 hours of the Provider discovering an unauthorized access or disclosure of SDCOE data.

The Provider and the SDCOE will work together to ensure compliance with FERPA regulations as applicable.

10. No Assignments.
Neither any part nor all of this Agreement may be assigned or subcontracted, except as otherwise specifically provided herein, or to which SDCOE, in its sole discretion, consents to in advance thereof in writing. Any assignment or subcontracting in violation of this provision shall be void.

11. Audit.
Provider agrees to maintain and preserve, until seven (7) years after termination of the Agreement with the SDCOE and to permit the State of California or any of its duly authorized representatives, to have access to and to examine and audit any pertinent books, documents, papers, and records related to this Agreement.

12. Independent Contractor.
It is expressly understood that at all times, while rendering the services described herein, and in complying with any terms and conditions of this Agreement, Provider is acting as an independent contractor and not as an officer, agent, or employee of the SDCOE.

13. Licenses, Permits, Etc.
Provider represents and declares to SDCOE that it has all licenses, permits, qualifications, and approvals of whatever nature that is legally required to practice its profession. Provider represents and warrants to SDCOE that Provider shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for Provider to practice its profession.

14. Provider's Insurance.
The Provider shall maintain and shall cause each Subcontractor to maintain Public Liability and Property Damage Insurance to protect them and the SDCOE from all claims for personal injury, including accidental death, as well as from all claims for property damage arising from the operations under this Agreement. The minimum amounts of such insurance shall be as hereinafter set forth.

Provider shall maintain limits no less than:

A. **Commercial General Liability** including Premises, Operations, Products and Completed Operations, Contractual Liability, and Independent Contractors Liability: $2,000,000 per occurrence for bodily injury, personal injury and property damage. The General Aggregate limit shall be $4,000,000.
B. **Automobile Liability**: $1,000,000 each accident for bodily injury and property damage.
C. **Employer's Liability**: $1,000,000 each accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of County.
D. **Professional Errors and Omissions Liability**: $2,000,000 per claim with an aggregate limit of not less than $4,000,000. Any self-retained limit shall be greater than $25,000 per occurrence/event without County Risk Management approval. If policy contains one or more aggregate limits, a minimum of 50% of any such aggregate limit must remain available at all times; if over 50% of any such aggregate limit had been paid or reserved, County will require additional coverage to be purchased by Provider to restore the required limits. This coverage shall be maintained for a minimum of two years following termination or completion of Provider's work pursuant to the Contract.
E. **Improper Sexual Conduct**: $2,000,000 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.
F. **Cyber Security Liability**: Coverage for both electronic and non-electronic data breach of $2,000,000 per occurrence with an aggregate limit of not less than $2,000,000 and shall cover all of Provider's employees, officials and agents. Coverage shall apply to any dishonest, fraudulent, malicious or criminal use of Provider's, Commission's or County's computers or servers to affect, alter, copy, corrupt, delete, disrupt or destroy a computer system or to obtain financial benefit for any party; to steal, take or provide unauthorized access of electronic date, including publicizing confidential electronic data or causing confidential electronic data to be accessible to unauthorized persons; transfer of computer virus, Trojan horse, worms or any other type of malicious or damaging code; 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.

The Provider shall file, with the County, Certificates of Insurance indicating a thirty-day (30) cancellation notice and naming the **SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS** as an additional insured.

15. Workers' Compensation.
The Provider shall provide workers' compensation insurance or shall self-insure their services in compliance with provisions of Section 3700 of the Labor Code of the State of California. A Certificate of Insurance may be provided, providing for such, or Provider shall sign and file on company letterhead stationery with the SDCOE the following certificate:

> "I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provision of that Code, and I will comply with such provision before commencing the performance of the work of this Agreement."

16. Tuberculosis Clearance.
Provider shall certify in writing that Provider's employees, volunteers, and subcontractors receive clearance for TB.

17. Pupil Safety/School Safety Act.
Provider shall comply with all provisions of Education Code section 45125.1 et seq., as applicable to the determination below. The SDCOE has completed the "Pupil Safety Provisions" below certifying the level of contact that Provider is expected to have with SDCOE'S pupils.

__X__The SDCOE has determined that greater than limited contact with pupils may occur under the terms of this Agreement. Fingerprinting and certification will be required of the Provider. No work may take place until the requirements of Education Code section 45125.1 have been met.

_____The SDCOE has determined that limited contact with pupils may occur under the terms of this Agreement. In lieu of fingerprinting, a SDCOE employee will provide supervision at all times when the Provider has contact with pupils.

_____The SDCOE has determined that there will be no contact with pupils under the terms of this Agreement.

The above determination is made by Lucia Garay, Executive Director

Signature _____ Date _____
(SDCOE Program Manager/Director)

18. Indemnification.
Provider agrees to hold harmless, defend, and to indemnify the SDCOE, accept any and all responsibility for loss or damage to any person or entity, including SDCOE, and to indemnify, hold harmless, and release SDCOE, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Provider, that arise out of, pertain to, or relate to Provider's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Provider agrees to provide a complete defense for any claim or action brought against SDCOE based upon a claim relating to such Provider's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Provider's obligations under this Section apply whether or not there is concurrent negligence on SDCOE's part, but to the extent required by law, excluding liability due to SDCOE's conduct. SDCOE shall have the right to select its legal counsel at Provider's expense, subject to Provider's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way

by any limitation on the amount or type of damages or compensation payable to or for Provider or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

19. Tobacco-Free Facility.
The SDCOE is a tobacco-free facility. Tobacco use (smoked or smokeless) is prohibited at all times on all areas of or within SDCOE property.

20. Notices.
All notices, legal or otherwise, shall be provided as follows:

SDCOE: Lucia Garay, Executive Director
6401 Linda Vista Rd
San Diego, CA 92111
858-292-3801
lgaray@sdcoe.net

With copy to: Assistant Superintendent, Business Services and SDCOE Legal Services
6401 Linda Vista Rd
San Diego, CA 92111

Provider: Lorena Varela-Reed
4350 Otay Mesa Road
San Ysidro, CA, 92173
619-428-4476 ext. 3583
lorena.varela-reed@sysdschools.org

21. Amendment.
No oral or other agreements or understandings shall be effective to modify or alter the written terms of the agreement. This Agreement may be amended or modified only by a written instrument signed by the SDCOE and by a duly authorized representative of the Provider.

22. Governing Law/Venue.
In the event of litigation, the Agreement and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate state or federal court located in San Diego County.

23. Compliance with Law.
The Provider shall be subject to, and shall comply with, all federal, state, and local laws and regulations applicable to its performance under this Agreement including, but not limited to: licensing, employment, purchasing practices, wages, hours, and conditions of employment, including non-discrimination.

24. Debarment, Suspension or Ineligibility Clause.
By signing this Agreement, the Provider certifies that the Provider, and any of its principles and/or subcontractors:

i. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency, and;

ii. Have not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with containing, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statues or commission of embezzlement, theft, forgery, bribery falsification or destruction of records, making false statements, or receiving stolen property. Provider certifies that no employee, officer, agent, or subcontractor who may come in contact with students in performance of this Agreement, has been convicted of a serious or violent felony.

25. Final Approval.
This Agreement is of no force or effect until approved by signature by the SDCOE Superintendent of Schools or his designee, the Assistant Superintendent of Business Services.

26. Employment with Public Agency and Retirees.
Provider, if an employee of another public agency, agrees that Provider will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are being performed pursuant to this Agreement. Retirees should seek guidance from their respective retirement system to avoid a loss of retirement benefits.

27. Counterparts.
This Agreement (and any amendments) may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. Documents delivered electronically shall be valid and binding.

28. Entire Agreement.
This Agreement represents the entire Agreement and understandings of the parties hereto and no prior writings, conversations or representations of any nature shall be deemed to vary the provisions hereof. This Agreement may not be amended in any way except by a writing duly executed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be duly executed, such parties acting by their representatives being thereunto duly authorized.

SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS	**SAN YSIDRO SCHOOL DISTRICT**
By (Authorized Signature)	By (Authorized Signature)
Michael Simonson Name (Type or Print)	Gina A. Potter, Ed.D. Name (Type or Print)
Deputy Superintendent Title	Superintendent Title
Date	July 11, 2019 Date

San Diego County Superintendent of Schools
Agreement with San Ysidro School District
For Quality Preschool Initiative Services
Exhibit "A": Special Provisions

A. Scope of Services.
Subject to receipt of the fully executed contract and funding from First 5 Commission of San Diego effective July 1, 2019 to June 30, 2020 by the SDCOE, SDCOE and Provider agree to perform services as listed below. Provider shall provide the necessary qualified personnel to perform the services as detailed below.

I. THE PROVIDER AGREES TO:

A. Comply with the Provider Scope of Work as described in **Exhibit "B"**.

B. Comply with First 5 Commission Mandatory Article Flow-Down "recitals." A copy of this agreement document is attached as **Exhibit "C".**

C. Use the data and program management system, Pinwheel, as stated in the Provider Scope of Work **(Exhibit "B")** and **Exhibit "B" – Attachments 1-7**.

   i. Maintain for records the document regarding use of Pinwheel provided by Early Quality Systems (EQS) to SDCOE regarding compliance with California AB 1584. This is attached as **Exhibit "D" – Attachment 2.**

   ii. Read, sign and return with the signed agreement, the Pinwheel Limited Use Agreement and the Sub-Contractor End User Agreement Terms of Use: Privacy Policy and User Agreement for Use of "Pinwheel." Utilize Pinwheel for all required data collection, quality assurance and reporting activities, as outlined in the *Scope of Work*. A copy of these document are attached as **Exhibit "D" – Attachments 1 and 3**.

D. Complete necessary fiscal agreement with the QPI designated reimbursement agency no later than September 30, 2019 as per scope of work (**Exhibit "B"**) and form (**Exhibit "E"**).

E. Prior to beginning services and with the execution of this agreement, provide QPI with copies of Providers current child care License(s) through Community Care Licensing with this agreement and current Certificate of Insurance in compliance with the requirements set forth below.

II. SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS, OPERATING THE QUALITY PRESCHOOL INITIATIVE, AGREES TO:

A. Pay the designated reimbursement vendor in accordance with the Quality Preschool Initiative Scope of Work **(Exhibit "B")** on a quarterly basis.

B. Provide quality support, coaching, technical assistance, and guidance to the Provider in performing services under this agreement in accordance with the Scope of Work **(Exhibit "B")**.

San Diego County Superintendent of Schools
Agreement with San Ysidro School District
For Quality Preschool Initiative Services

Exhibit "B": Scope of Work

First 5 Quality Preschool Initiative -- Provider Scope of Work, 2019-20

	TASK	EVIDENCE OF COMPLETION	TIMELINES
1	**Quality Preschool Initiative Enrollment & Intake**		
1.1	The Agency shall provide services to preschool children for one to two years before kindergarten or transitional kindergarten eligibility.	Child demographics in Pinwheel, including funding type for all data reporting requirements)	See QPI Data Reporting Requirements
1.2	The Agency shall ensure the following eligibility requirements are met: • A session* participating in QPI must include a minimum of 8 children who receive a subsidy, including California state-funded full-day or part-day preschool (CSPP), California Alternative Payment program, and/or Head Start or are enrolled in a military child care program or non-profit and faith-based programs that meet the project's quality criteria, including preschool classrooms at centers that serve mixed-age groups of children and are currently participating in the **QCC** QRIS Block Grant. • All children, regardless of subsidy-type and including children who do not receive any subsidy, who are enrolled in a QPI participating session (classroom), are considered participating in QPI. • In addition to "enrolling" children in Pinwheel, the web-based program and data management system, Agency must ensure that enrolled children are in attendance in the QPI session being certified at the time of certification. *A session is defined as a self-contained classroom with one assigned lead teacher and consistent teaching team, a group of similarly-aged children, using the same physical space during the instructional day (minimum of 3 consecutive hours). Physical classrooms may not be commingled with more than one session at one time. Two or more groups of children sharing the same physical classroom space may operate as concurrent groups, not commingled groups during the entire session day.	Review of session list(s) in Pinwheel by funding type All data points for all children enrolled in QPI session.	See QPI Data Reporting Requirements
1.3	The QPI Preschool provider shall ensure the following enrollment requirements are met: • Enrollment in any QPI-funded program will be open and non-discriminatory. Providers must not discriminate against any child or his or her family on the basis of race, ethnicity, national origin, sex, sexual orientation, religion, or disability.	Enrollment Policy & Parent Handbook Enrollment Form	**Q1 contract monitoring**

	• Written enrollment policies must state that the program is open and non-discriminatory and must be kept onsite and available to families (at their request). • The Agency shall obtain each participating child's legal name and date of birth from an official birth certificate or other legal document and enter into Pinwheel. • The Agency must collect and maintain a parent-signed enrollment form verifying the child's information. Enrollment information must be verified from legal documents (e.g., birth certificate). The QPI enrollment form may be used if the Agency does not have an enrollment form that includes all required information (see Exhibit "B"- Attachment 3: Parent Consent Forms). • The Agency shall distribute the following forms to the families of all children enrolled in a QPI session during the enrollment period: welcome letter; parent consent packet; and model release form (see Exhibit "B"- Attachment 3: Parent Consent Forms). • Agency shall collect and maintain both the parent consent packet, including the First 5 Notice of Privacy Practices and the model release form, from the families of all children enrolled in QPI sessions. • The Agency shall ensure that all parent consent forms are completed, and status is entered into Pinwheel for each child enrolled in a QPI session.	Enrollment Packet; evidence of completed forms upon request Pinwheel data entry	
1.4	The Agency must adhere to the following enrollment recordkeeping and reporting requirements: • All QPI funds are subject to examination and audit at the Agency for a period of seven years after final payment of program expenditures. All records, by funding type within QPI, must be retained for this time, including student records and QPI parent consent forms. • Maintain accurate enrollment and daily attendance records for all children and accurate staff assignments and attendance records.	Records available for 7 years, upon request Internal protocols for daily attendance recording and data entry into Pinwheel and for updating staff assignment records quarterly	Q1 contract monitoring
1.5	The Agency shall enroll preschool-age children, including those with an **Individualized Education Plan** (IEP), disability and/or identified special needs*. The Agency shall have a plan for enrollment to children with IEPs and/or identified special needs, targeting 10% of total enrollment, and shall document in Pinwheel all children who have been identified with a disability (IEP) and/or special needs.	**Written plan or statement.**	Q1 contract monitoring

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	The Agency shall provide, as part of their written **statement or plan**, an assurance regarding the practice of providing children with disabilities and/or special needs the opportunity of learning alongside typically developing children in their program. All programs must comply with applicable provisions of the Americans with Disabilities Act (ADA) and Individuals with Disabilities Education Act (IDEA). *An individual with Special Needs is the designation established by First 5 San Diego for children with any physical, mental (social-emotional), developmental or medical need that may impact learning and require some adaptations, modifications or plan to support learning and assist with a child being successful. The child may not meet the criteria for assessment or may not qualify for an IEP; however, s/he may need special assistance.		
1.6	The Agency shall request the assistance of their designated QPI contract monitor prior to considering any modification of a child's school day length or removal of a child from a QPI-funded preschool session, due to developmental or behavioral concerns. Provider agencies shall report all dropped children from QPI sessions in Pinwheel, including the reason.	Evidence of notification, if applicable Pinwheel data entry	Ongoing
1.7	California State or Federally subsidized preschools settings may request QPI Fully Funded slot reimbursements. Fully Funded Request Procedures are listed in Pinwheel Resources and the 2019-20 QPI Provider Resource Guide. If Fully Funded slots are awarded to the Agency, accurate enrollment and attendance records for each slot will be reviewed prior to quarterly funding reimbursement. Funding is contingent upon attendance (85% on a monthly basis).	Enrollment and attendance information in Pinwheel	See QPI Data Reporting Requirements
1.8	QPI participating sessions shall offer preschool for a minimum of three (3) consecutive hours of service per day and 180 days per year, or for the number of days and hours that match their state or federally funded preschool program contract(s). Dates of service are between July 1, 2019 and June 30, 2020.	Pinwheel session or Agency calendar	See QPI Data Reporting Requirements
1.9	Each QPI session must enroll similar-age children (as allowed by primary funding source and CCL) served under one consistent teaching team, using the same physical space for the entire session day.	QPI session enrollment is verified by SDCOE staff	See QPI Data Reporting Requirements

1.10	A Session Calendar must be created and maintained for each QPI session in Pinwheel. The session calendar must be kept up to date, including marking "special days" (see 2019-20 QPI Provider Resource Guide for information on "special days").	Session Calendar for all QPI sessions entered in Pinwheel	See QPI Data Reporting Requirements
1.11	The Agency shall ensure that all QPI sessions maintain a maximum staff to student ratio of 1:10. All staff assigned to each QPI session must be entered and listed in Pinwheel. This must include any teaching staff that count toward staff: student ratios during the program day.	Staff information entered in Pinwheel.	Ongoing
1.12	The Agency shall ensure that all QPI sessions do not exceed a maximum class size of 24 students in the session at one time.	Session and child information entered in Pinwheel	See QPI Data Reporting Requirements
1.13	The Agency shall maintain daily attendance for all children enrolled in a QPI session. If Agency uses Pinwheel as its attendance tracking system, attendance shall be entered daily; if Agency uses another primary data system to collect attendance, data must be imported into Pinwheel every month.	Pinwheel attendance data entry	see QPI Data Reporting Requirements
1.14	The Agency shall enter all QPI session staff credentials/permits and degrees by January 31, 2020, and throughout the program year as new staff are hired or current staff achieve higher levels of education or credentials/permits. **Permits must remain valid throughout the program year.** The status of education and degrees indicated by January 31, 2020 will be used for stipend calculations; updated status by May 15, 2019, will be used for tier rating.	Staff education entry in Pinwheel	January 31, 2020 and May 15, 2020
1.15	The Agency must update Pinwheel within two business days of any changes to the following positions, including contact information: program director, site director/supervisor, lead teacher, instructional assistant, and data rep.	Pinwheel entry	Within 2 business days of change
1.16	The Agency shall collect and maintain Staff Authorization for Use of Personal Information forms (See Exhibit "B"- Attachment 4: Staff Authorization for Use of Personal Information Form) for all staff participating in QPI. The Agency shall inform the assigned QPI contract monitor of any staff that does not provide authorization by 30 days of Agency start date or contract execution, whichever is later.	Consent forms	Within 30 days of Agency start date
2	**Measuring Outcomes for Children**		
	The designated Agency administrator shall ensure all QPI participating sessions will utilize Desired Results Development Profile (DRDP-2015) data to guide instruction and write lesson plans based on group and individual needs.	Agency protocols	Quarterly Contract Monitoring meetings
	Agencies must complete the DRDP-2015, including all relevant measures for each child, within 60 calendar days of each child's first day of attendance and again 6 months after.	Pinwheel data entry	See QPI Data Reporting Requirements

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3	**Developmental Screenings & Referrals to Services**		
3.1	The Agency shall develop and articulate a comprehensive developmental screening plan to include: distribution, scoring, communication with families about screening process and children's results, monitoring, and referral process.	Comprehensive Agency screening plan in place	Q1 contract monitoring meeting
3.2	The Agency shall ensure that all* children who participate in the QPI program receive an age-appropriate developmental screening using the Ages & Stages Questionnaires (ASQ-3) within ninety (90) calendar days of entering the QPI program each school year. The Agency shall ensure that all parents are invited to participate in the completion and **understanding** of their child's ASQ-3 and, when indicated, ASQ: SE-2 results. The ASQ-3 and ASQ:SE-2 shall be completed in collaboration with families. *Children who have an IEP in place at the time of ASQ-3 distribution are not required to have an ASQ-3 completed. Additionally, children who enter the program with less than 90 days remaining in the program year or who drop before 90 days of enrollment are not required to have an ASQ-3 completed.	Comprehensive Agency screening plan Pinwheel data entry	Q1 contract monitoring meeting ASQ-3 **scored and entered into Pinwheel** within 90 days of first day of attendance
3.3	When a parent response on the ASQ-3 indicates a concern in the area of behavior, the Ages & Stages Questionnaire: Social Emotional-2 (ASQ:SE-2) shall be utilized within 30 days of scoring the ASQ-3. Additionally, if the teacher has concerns in the classroom throughout the year, an ASQ:SE-2 shall be administered, in collaboration with parents.	Pinwheel data entry	ASQ:SE-2 **utilized** within 30 days of scoring ASQ-3 (if indicated)
3.4	The Agency shall complete referrals for all children who score in the referral range (black) on their ASQ-3 and/or ASQ:SE-2. All referrals shall be input and tracked (automatically dated) in Pinwheel. Each referral (a single child may have more than one referral) shall be monitored and updated in Pinwheel as per Exhibit "B"- Attachment 1: QPI Data Reporting Requirements.	Pinwheel referral data entry	Referrals entered in Pinwheel.
3.5	The Agency shall create or review and update the referral pathways in Pinwheel within 45 days of the QPI contract execution and prior to entering any ASQ data.	Comprehensive Agency screening plan Pinwheel referral pathway data entry and report	Q1 contract monitoring meeting See QPI Data Reporting Requirements

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3.6	The Agency shall conduct an ongoing review of vision and hearing screening results and ensure that second-level vision screenings and services are provided to children that have been identified as needing it, through a primary vision screening.	Comprehensive Agency screening plan Pinwheel data entry	Q1 contract monitoring meeting Final screenings entered by May 22, 2020; updates ongoing
3.7	If **physician reports are not collected annually, parent or teacher has concerns, or if the physician's report indicates "unable to test"**, the Agency shall conduct and enter all vision and hearing screening results in Pinwheel.	**Comprehensive Agency screening plan** Pinwheel data entry	Quarterly
4	**Quality Preschool Environment**		
4.1	The Agency shall follow the external review protocols specified in the 2019-20 QPI Provider Resource Guide during external review visits, as applicable (including ERS and CLASS).	N/A	Ongoing
4.2	All new sites are required to undergo an external health and safety review using the QPI Health and Safety Checklist found in Pinwheel. Results will be shared with the Agency director and shall be addressed by the Agency throughout the program year.	Reviewed at Quarterly Contract Monitoring meetings	See Appendix "B"
4.3	The Agency shall complete an annual NAP SACC Infant & Child Physical Activity Self-Assessment for each session participating in QPI and enter the results into Pinwheel at the session level.	NAP SACC assessment in Pinwheel	See Appendix "B"
4.4	The Agency shall complete an annual NAP SACC Child Nutrition Self-Assessment at the Agency level and enter the results into Pinwheel (see 2019-20 Provider Resource Guide for clarification about where to enter the Agency-wide assessment).	NAP SACC assessment in Pinwheel	See Appendix "B"
4.5	The Agency must utilize a research-based curriculum that is responsive to the cultural and linguistic needs of families and children, addresses children with disabilities and other special needs, and incorporates the California Preschool Learning Foundations and the California Preschool Curriculum Frameworks to adequately prepare children for kindergarten in the areas of physical, social, emotional, cognitive, and language development.	Pinwheel data entry	Within one week of Agency start date
4.6	All sites participating in QPI must be "in good standing" with Community Care Licensing (CCL) to receive or maintain a site tier rating.	QPI CCL review (by subcontractor)	Quarterly

4.7	The Agency is required to inform the QPI CCL subcontractor (at mycclreport@ymca.org) and a QPI contract monitor within 24 hours of any licensing citations/violations received during the contract period. Providers must subsequently submit the official documentation issued by CCL, as well as all evidence of completion of a Plan of Correction (POC), and any appeal made to CCL regarding a citation or violation. Failure to provide this information may result in suspension or termination from QPI.	Email within 24 hours of citation w/ date and time of citation and brief description.	24 hours of citation/ violation
4.8	The Agency director and/or site directors shall work with the nutrition education and mentoring subcontractor to review NAPSACC results, identify goals, and implement changes to improve the nutrition program, as measured by the NAPSACC Child Assessment Self-Assessment.	Meeting schedule with subcontractor and identified goals	Ongoing
5	**Coaching, Professional Development Support, and Training**		
5.1	**The Agency shall establish protocols and fiscal supports to ensure that all QPI participating site supervisors and lead teachers have access to complete 21 hours of professional development annually, inclusive of coaching, 6 hours of professional development training offered by SDCOE staff or other trainings available through CDE. Please note that provided coaching hours and 6 hours of professional development offered to the Agency by QPI may not total the necessary 21 hours; staff may need to access workshops offered by SDCOE or CDE.** **Coaching hours will be differentiated to meet the individual needs of Agency sites and staff as determined by SDCOE. The data utilized to support differentiated coaching hours includes, but is not limited to; external review scores, site tier rating, and years participating in QPI.**	Agency professional development plan Professional development entry in Pinwheel QPI coach logs (entered by SDCOE staff)	30 days from Agency start date or contract execution
5.2	**All Agency/site directors and lead teachers at QPI sites shall create an individual plan to ensure access to 21 hours of professional development, inclusive of coaching and workshops for the duration on the 2019-2020 program year.**	**Quality Improvement Plan (QIP)** **Stipend Quality Assurances Checklist**	May 15, 2020
5.4	All staff participating in QPI professional development activities must create a profile in the California Early Care & Education Workforce Registry and use the assigned Registry # when signing in for any QPI professional development activities. **An assigned administrator for each Agency must gain administrator access with the California Early Care & Education Workforce Registry for all site directors, lead teachers, and instructional assistants profile data by December 31, 2019.**	Workforce registry identification in Staff Profile page in Pinwheel	**By December 31, 2019 or** before participating in any QPI professional development

5.5	The Agency shall utilize QPI reimbursement funding to provide teachers with coverage for coaching sessions and instructional planning time, including time to complete action steps outlined in the individual's QIP, that is out of adult:child ratio.	QPI Budgets QIP Coaching Logs	Ongoing
5.6	The designated Agency administrator will work with the QPI contract monitor to develop the Agency's **initial** professional development plan no later than 30 days after QPI contract execution. **The designated Agency administrator shall inform the contract monitor if any changes are needed during the year, at least 30 days prior to the scheduled workshop.**	QIP Professional Development Plan	30 days from Agency start date or contract execution
5.7	The designated Agency administrator shall make arrangements for all Agency staff participating in QPI as a site director, lead teacher, and instructional assistant (optional) to write QIPs. QIPs will be created at the first QPI coaching session for lead teachers and site directors and therefore these first coaching sessions with a complete QIP must take place within 60 days of the Agency start date or QPI contract execution. Instructional assistants' QIPs are due within **90** days of the Agency start date or QPI contract execution.	QIP	Within 60 days of Agency start date **for site director and lead teacher** **Within 90 days of Agency start date for instructional assistant**
5.8	The Agency shall provide the QPI stipend document (Exhibit "B" – Attachment 6: QPI Stipend Document, 2019-20) to all staff participating in QPI as a lead teacher, instructional assistant, site director, or data rep. Agency directors are required to provide verification of staff attendance as well as salary (maximum of **$71,765** gross) for all staff **who may be eligible for a stipend**.	Staff attendance verification reports submitted to SDCOE; annual verification of salary, if requested	Quarterly staff attendance
5.9	The designated Agency administrator shall prepare for each scheduled contract monitoring meeting with the assigned QPI contract monitor. Additional leadership members may attend.	Meeting schedule	Contract monitoring meetings
6	**Family Strengthening**		
6.1	The Agency, based upon the needs and interest of the families they serve, shall create and implement a yearlong Family Strengthening **Log**. All family engagement activities will be recorded within the Family Strengthening Log, **including Agency-based activities, QPI sponsored trainings, and training-of-trainers (TOT) opportunities. The Family Strengthening Log must be categorized by related protective factor, utilizing the Strengthening Families Framework.** These five protective factors are: • Parental resilience • Social Connections • Knowledge of parenting and child development • Concrete support in times of need • Social and emotional competence of children	Family Strengthening **Log**	Reviewed at contract monitoring meetings

	The Agency shall offer parent education workshops/classes to all families of children enrolled in QPI sessions. The Family Strengthening **Log** shall be maintained to include the number of parents/caregivers/guardians who attend events listed.		
6.2	The Agency shall ensure that 20% of children enrolled in a QPI session have a parent/guardian/caregiver attend at least one of the First 5-approved parent education workshops/series that utilize a curriculum based on research and/or evidence, is developmentally and culturally appropriate, and is an effective "best practice" to educate the parents of preschool-age children. The First 5 approved parent education curricula are: • Abriendo Puertas • Expanded Food and Nutrition Education Program (EFNEP) • Growing Healthy Together (YMCA Nutrition Specialist/Health Educator) • Incredible Years • Let's Read Together • Parenting Counts • Parent Education Support and Empowerment (PESE) • Pathways to Competence for Young Children -- A Parenting Program • PIQE—Parent Institute Quality Education • Positive Discipline (Jane Nelson) • Positive Parenting Practices (Triple P) • Positive Solutions for Families • **Stay Active Together (YMCA Nutrition Specialist/ Health Educator)** • Support for Dual Language Development -- PEL Guide Parent Training • **Teaching Pyramid for Families** • Other research-based parent trainings as approved by First 5 San Diego The Agency shall collect QPI parent education workshop attendance sheets and registration forms from participants in these workshops or series and submit to SDCOE, following the instructions listed in the 2019-20 QPI Provider Resource Guide.	Family Strengthening **Log** Template (Excel) data entry Demographic forms and attendance sheets	May 15, 2020
6.3	The Agency shall distribute the First 5 QPI Parent Satisfaction Survey to all families of children participating in QPI. The Agency shall collect and return completed surveys to SDCOE by the date listed.	Submitted Parent Satisfaction Surveys	May 15, 2020

6.4	The Agency shall ensure a system is in place to document parent conference attendance at the session-level a minimum of twice a year.	Documentation of system	Q3 contract monitoring meeting
6.5	The Agency shall offer and document opportunities for family leadership, such as serving as a "class parent" or being invited to serve on an advisory board.	Documentation of opportunities	Q3 contract monitoring meeting
7	**Kindergarten Transition**		
7.1	The Agency shall distribute the Kindergarten Transition Packet to all families of children participating in QPI.	Kindergarten Transition Packet	June 30, 2020
7.2	Before March 31, 2020 the Agency shall have a written plan for Kindergarten Transition, including scheduling and making arrangements for local school districts to present Kindergarten registration informational events to families and to schedule a real or virtual visit for preschoolers to a local kindergarten classroom or receive a visit from a kindergarten teacher for all preschool sessions serving 4-year olds.	Written kindergarten transition plan	
8	**Web-Based Data Entry**		
8.1	The Agency shall participate in data collection, reporting, and evaluation activities required by First 5 San Diego and the Quality Preschool Initiative, implemented by SDCOE. Agency staff shall use the QPI web-based program and data management system, Pinwheel, to enter all required data, including Agency, site, session, staff, and child data as specified in Exhibit "B"- Attachment 1: QPI Data Reporting Requirements 2019-20; and ensure that staff follows security protocols and understands FERPA requirements regarding confidentiality of student records. The Agency shall ensure all necessary data is entered accurately into Pinwheel as indicated in Exhibit "B"-Attachment 1 and shall receive a site quality rating as per the San Diego QRIS Rating Matrix (Exhibit "B"-Attachment 2: San Diego QRIS Rating Matrix).	Reporting and data entry in Pinwheel Sub-Contractor End User Agreement Terms of Use: Privacy Policy and user agreement for use of "Pinwheel"	See Data Reporting Requirements Due with signed contract
8.2	The Agency shall agree to limit the use of Pinwheel to only the QPI required data fields for implementation of this Quality Preschool Initiative agreement. QPI funds are used to fund the Agency's access to Pinwheel, and this access is limited to only the required QPI data fields.	Pinwheel Limited Use Agreement completed and submitted to SDCOE	Pinwheel limited use agreement due with signed contract
8.3	The Agency shall ensure that staff has equipment at the Agency and session level to access the web-based systems Pinwheel.	Evidence of equipment	Q1 contract monitoring
8.4	The Agency shall provide secured wireless access and access to the Google Chrome web browser for Agency staff to access the web-based systems Pinwheel.	Evidence of secured wireless access	Q1 contract monitoring

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8.5	Individual access to Pinwheel shall be granted or eliminated as per employment or QPI participation status. Any staff who is no longer participating in QPI shall be listed in Pinwheel as "inactive" within two business days (do not "delete" staff from Pinwheel.)	Staff accounts in Pinwheel	Ongoing
8.6	The Agency shall complete an annual iPad inventory for all iPads issued to the Agency from SDCOE, **if applicable**. The Preschool Agency iPad User Agreement and the Individual iPad User Agreement forms are included as Exhibit "B"-Attachment 5. Inventory checks will be conducted by SDCOE during the program year and all equipment must be made physically available.	iPad inventory forms completed and submitted to SDCOE Inventory available during inventory check by SDCOE in spring 2020	Agency inventory form due with signed contract Individual inventory forms due within 2 weeks of Agency start date
8.7	The Agency director shall demonstrate evidence that oversight, support, guidance, and approval review is provided to the Agency's data rep for completion of all data requirement submittal (per Exhibit "B"- Attachment 1: QPI Data Reporting Requirements 2019-20).	Internal protocol re: review and approval of data reporting	Quarterly
8.8	The Agency shall make arrangements for the data rep to attend quarterly data rep meetings at SDCOE and other trainings as scheduled.	Attendance at data rep meetings	Quarterly
9	**Quality Preschool Initiative Reimbursement System**		
9.1	The Agency shall ensure that First 5 QPI funding to the Agency is only used to support quality enhancement, not supplant existing funding for program operation and personnel expenses. **QCC QRIS Block Grant** funds must follow California Department of Education (CDE) fiscal guidelines, as per the Agency's contract with CDE **Early Learning and Care Division (ELCD).**	Approved QPI budget & invoices in Pinwheel	**Within 30 days of QPI certification** Quarterly Invoices
9.2	The Agency shall allocate expenses related to administering the QPI program to the designated account(s) established solely for managing QRIS funding. The Agency shall follow federal and state accounting and reporting guidelines as applicable when combining funding sources in the provision of preschool services. Each Agency is responsible for implementing policies and procedures necessary to maximize and leverage funding through fiscally-sound practices.	Agency's internal fiscal records made available as requested	Ongoing
9.3	The Agency shall meet with the assigned QPI contract monitor to develop a QPI budget. The QPI budget and budget narrative shall be entered in Pinwheel within 30 days of QPI certification. The QPI budget must be approved by the assigned contract monitor. Any reallocations of the QPI budget must also be approved by the assigned contract monitor.	Budget in Pinwheel	Within 30 days of QPI certification

9.4	First 5 QPI funds must be fully expended by June 30, 2020. Estimated reimbursement amounts are included as Exhibit "E"- NTE Estimate, 2019-20 (Not to Exceed Estimate). Payments for reimbursement will be distributed quarterly and may only be spent on quality improvements that are approved by the Agency's assigned QPI contract monitor.	Invoices in Pinwheel	June 30, 2020
9.5	All expenditures must be invoiced quarterly for reimbursement through Pinwheel. Expenditures must remain within 10% of the approved amount for each budget line item. Final invoices must be received and approved in Pinwheel by July 10, 2020. Any balance of first 5 funds remaining unspent on quality improvements after June 30, 2020 shall be forfeited.	Invoices in Pinwheel	July 10, 2020
9.6	Each Agency shall have on record the following documentation with Child Development Associates (CDA), who has been designated as the QPI reimbursement subcontractor (see Exhibit "E" – Quality Preschool Initiative Reimbursement System): • CDA QPI Reimbursement Agreement • Direct Deposit Participation Agreement • Authorization Agreement for Direct Deposit (attach a voided check) • IRS form W-9 • Verification of TIN number or copy of Social Security Card Any new Agency must sign and return the above forms to CDA; returning Agencies must verify that the above forms are on record with CDA. Note: No federal or state taxes will be withheld from compensation to the Agency. When required, SDCOE will file the appropriate taxation forms with the required taxing authorities.	Documents returned to CDA	September 27, 2019
9.7	The Agency shall budget QPI funds according to the following reimbursement rates for eligible sessions for the 2019-20 year: Tier 1 & 2: $0 Tier 3: $2,500* Tier 4: $7,100* Tier 5: $9,600* *Estimated amounts; final rates will be established after the QPI tier rating process has been completed.	N/A	NA

10	**Media, Marketing, and Logo Usage**		
10.1	The Agency is encouraged to use the following strategies to increase public awareness about the importance of quality preschools: 1) arrange at least one community leader visit to QPI site(s) – e.g., board members, principals, community/business leaders – to raise awareness of quality preschool and strengthen relationships; and 2) collaborate with QPI's community engagement consultant to develop strategies and document activities.	Documentation of community leader visit(s) or other public awareness activities	Ongoing
10.2	The Agency shall provide brief stories, when requested, for possible use in First 5 annual report or other communications that include testimonials about the benefits and successes of QPI.	Stories provided to SDCOE	Ongoing
10.3	The Agency shall follow the current QPI publication and presentation guidelines to request and receive approval of all publication and presentation materials referencing QPI participation or funding. (see Exhibit "B" - Attachment 7: Guidelines for Presentation and Publication Materials Approval)	Request(s) for approval for publication/ presentation(s)	Ongoing
10.4	The Agency shall develop and maintain a professional image for all First 5 San Diego QPI print and media materials, consistent with the established guidelines (see Exhibit "B" - Attachment 7: Guidelines for Presentation and Publication Materials Approval). The Agency shall use the approved QPI and First 5 San Diego logos in all materials used to market their program	Copies of any print or media materials w/ QPI and First 5 logos	Ongoing
10.5	The Agency's site tier ratings valid during the current program year will be posted by SDCOE to the public Quality Preschool Initiative website (www.sdqpi.org).	Posted by SDCOE staff	Ongoing
10.6	Agency publication and posting of site tier ratings is encouraged. Tier rating is valid for one year following the date of tier designation. The tier rating shall be removed from all publications and postings if site receives a designation of "not in good standing" from Community Care Licensing (CCL).	Evidence of tier rating posting. Evidence of removal if necessary.	Ongoing
10.7	The Agency must notify SDCOE before or by 12 hours after any media coverage related to any site receiving QPI funding.	Email notification	Within 12 hours of event

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Exhibit "B": Scope of Work
Attachment 1: Data Reporting Requirements 2019-20

Exhibit B, Attachment 1: 2019-20 QPI Data Reporting Requirements

Item	Component	First 5 QPI Due Dates	Instructions
1	**Agency and Site Setup**	**Within two weeks of Contract Execution date. Updates within 1 week**	Ensure all data fields on the agency and site landing pages in Pinwheel are complete and accurate at program year set up. Ensure that these fields remain up-to-date throughout the year. Update staff assignments in Pinwheel within 2 business days of implementation.
2	**Staff Profiles**	**Within two weeks of Contract Execution date. Updates within 2 weeks as changes occur**	Create and/or update to ensure contact information and demographic data are accurate. Enter/update the "First work day of school year" to the current year. Erase previous year's "Last work day of school year" (if any). Update all data throughout the year within two weeks as changes occur. Add new staff within two weeks of staff start date.
3	**Staff Informed Consent Form and First 5 Notice of Privacy Practices**	**Within two weeks of Staff Start Date or change in status**	Collect signed forms from all staff assigned to QPI. Provide a list of staff who do NOT wish to provide consent to QPI by the date listed. Notify QPI in writing within 2 business days if a staff changes his/her mind in either direction ("Yes to No" or "No to Yes").
4	**Staff Education**	**Within two weeks of Contract Execution date or Staff Start Date, whichever comes first.**	Enter/update education in Pinwheel for all staff assigned to QPI, including permits, degrees and ECE units. Upload transcripts to support degrees and ECE units. Ensure teaching permits are not expired.
5	**User Account Setup and Termination**	**Within two weeks of Contract Execution date. Updates within 2 business days**	Create Pinwheel user accounts for all staff newly participating in QPI and disable Pinwheel user accounts for all staff no longer participating in QPI. Update within 2 business days as changes occur.
6	**Agency and Session Program Calendars**	**Within two weeks of Contract Execution date. Updates within 2 business days**	All calendars used by the agency must be setup and linked to every session. Ensure every session is assigned to the appropriate calendar.
7	**Session Setup**	**Within two weeks of Contract Execution date.**	Ensure all required data fields on the session landing pages in Pinwheel are complete and accurate. Update changes to staff assignments in Pinwheel within 2 business days of implementation.
8	**Rolled-Over Student Records**	**Fri, Sept 20, 2019 or 2 weeks after Contract Execution Date, whichever comes last.**	Records for children who attended in the previous year are rolled over into the current year and placed in an Archive Student Waiting List. When a student returns for a second year, move the archived record into the appropriate session. This retains the history (DRDP, ASQ, referrals, etc.). Erase previous year's Entry and Drop Dates and ensure all information is up to date for the current year. Note: Only children who are NEVER served within the program year belong in the Archive. Place children who are served and later drop into the Drop Waiting list.

Quarter One: July 1 – September 30

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	Item	Component	First 5 QPI Due Dates	Instructions
Quarter One Continued	9	**Student Demographics**	**Fri, Sept 20, 2019 or 2 weeks after Contract Execution Date, whichever comes last. Updates every 2 weeks**	Ensure all required data fields (as per the QPI Data Dictionary) on the child landing page in Pinwheel are complete and accurate for 100% of the children at program year set up. Ensure that these fields remain up-to-date throughout the year. Every child served in a QPI session must be reported, regardless of funding source. Updates (new enrollments, drop dates, etc.) for both new and rolled-over students must be entered or imported no later than every 2 weeks. Run ongoing quality assurance checks throughout the year on all funded children.
	10	**General Quality Check**	**Fri, Sept 20, 2019**	Check all above items for quality and resolve errors or incomplete data.
	11	**Referral Pathways**	**Within 45 days of contract execution date and prior to entering any ASQ, referral and general screening data in Pinwheel**	Create and/or update referral pathways for both internal and external referrals and general screenings.
	12	**Budget and Budget Narrative**	**Fri, Sept 27, 2019**	The budget and budget narrative are due in Pinwheel.
	13	**Parent Informed Consent Form, First 5 Notice of Privacy Practices, and Model Release Form**	**Within 2 weeks of enrollment**	Collect signed forms from parents upon enrollment. Enter results of Informed Consent Form into Pinwheel within 2 weeks. Keep forms on file at site for 7 years beyond the last day of Quality Preschool Initiative.
	14	**Child Attendance**	**Manual Entry: Daily Import: Monthly by 11th. June attendance within 5 business days of program's end or June 30, whichever comes first.**	Enter attendance daily into Pinwheel for all children in each session for each day in the QPI program year. Providers who import child attendance from another primary data system outside of Pinwheel may import monthly by the date listed through the end of the program year.
	15	**Staff Attendance**	**Daily in either Pinwheel or Other Primary HR system**	All (QPI, IT, CSPP-Only) Program Directors, Site Administrators, Lead Teachers and Instructional Assistants must have a current year "First work day of school year" in their demographic record in Pinwheel. Staff that leave midyear must also have a "Last work day of school year" listed in their demographic record. Maintain daily staff attendance in Pinwheel or in provider's own data system tracking number of days worked in the classroom by each teacher and IA for that quarter.
	16	**Student Demographics**	**Updates, Adds and Drops every 2 weeks**	See Quarter 1 for description.

	Item	Component	First 5 QPI Due Dates	Instructions
Quarter Two: October 1 – December 31	17	**Quarter 1 Invoice**	**Fri, Oct 11, 2019**	Quarter 1 invoice should be submitted in Pinwheel for contract monitor approval.
	18	**W-9 and Supplier Request Forms**	**Hand-delivered to SDCOE or postmarked by Fri, Dec 13, 2019**	All staff who plan to apply for a stipend must submit their W-9 form and Supplier Request Form to SDCOE by the deadline.
	19	**General Quality Check**	**Fri, Dec 27, 2019**	Inspect all above items for quality and resolve errors or incomplete data.
	20	**Parent Education Workshops**	**Fri, Dec 27, 2019**	Submit evidence showing parent/guardian/caregiver attendance at the following family strengthening activity/class/session/workshop series.
	21	**General Screenings**	**Screenings to date: Fri, Dec 27, 2019. Update as occurs**	Input/import all hearing and vision screenings completed to date into Pinwheel. This can be done through import, creating batch referrals, or inputting individually.
	22	**Ages and Stages Questionnaire (ASQ-3)**	**Within 90 days of child's first day present**	All information in the ASQ-3 screen must be entered into Pinwheel within 90 days of each child's first day present and within the current program year.
	23	**Child Attendance**	**Manual Entry: Daily Import: Monthly by 11th**	Enter attendance daily into Pinwheel for all children in each session for each day in the QPI program year. Providers who import child attendance from another primary data system outside of Pinwheel may import monthly by the date listed through the end of the program year.
	24	**Staff Attendance & Staff Attendance Verification Report**	**Manual Entry: Daily Other Primary System: Quarterly report within 2 weeks of receipt of QPI template**	QPI Only: Maintain daily staff attendance* in Pinwheel or in provider's own data system tracking number of days worked in the classroom by each teacher and Instructional Assistant (IA). All First 5 QPI providers must complete the Staff Attendance Verification Template, provided by QPI, for the previous quarter. Upon completion, Program Directors must certify the report's accuracy. *Attendance = Number of days each staff worked in the classroom. Paid days off or "special assignment" days worked away from assigned session do not count as attendance for stipend).

	Item	Component	First 5 QPI Due Dates	Instructions
Quarter Three: January 1 – March 31	25	**Student Demographics**	**Updates, Adds and Drops every 2 weeks**	See Quarter 1 for description.
	26	**Quarter 2 Invoice**	**Fri, Jan 10, 2020**	Quarter 2 Invoice should be submitted in Pinwheel for contract monitor approval.
	27	**DRDP: Desired Results Developmental Profile (DRDP) 2015**	***Posted in SDCOE's FTP site or in Pinwheel by Fri, December 20, 2019***	The initial DRDP must be completed within 60 days of first day of attendance and the ***DRDP Online*** listed in the Due Dates column. Every child whose first day present was on or before Fri, 10/4/2018 is expected to have one DRDP entered at this time with the following exception: Children who attend less than 10 hours per week are not required to have a DRDP. For sessions that operate year-round and that have returning children from the previous program year, the date of each child's latest DRDP (2015) completed during the previous program year (on or before June 30, 2019) should be provided to the ops team member to inform the DRDP (2015) timelines for program year 2019-20.
	28	**Staff Education**	**Stipends: Fri, Jan 31, 2020** **Site Tiering: Fri, May 15, 2020**	Enter and/or update staff education [degrees, permits, ***Early Childhood Education*** (ECE)/***Child Development*** units] for all Program Directors, Site Supervisors, Lead Teachers and Instructional Assistants in Pinwheel. Unofficial Transcripts must be uploaded as evidence for degrees and/or ECE units by the deadlines listed. Only valid teaching permits will be considered. Instructional Assistants who have never earned ECE units are not required to enter education claims into Pinwheel. Note: Staff Education data in Pinwheel as of January 31, ***2020***, will be used to calculate stipend amounts. Education data as of May 15, ***2020***, will be used to determine site tiering.
	29	**General Quality Check**	**Fri Mar 20, 2020**	Inspect all data for quality and resolve errors or incomplete data.
	30	**Ages and Stages Questionnaire (ASQ-3)**	**Within 90 days of child's first day present**	See Quarter 2 for description.
	31	**Ages and Stages Questionnaire: Social Emotional (ASQ:SE-2)**	**Within 30 days of ASQ-3**	Enter all information in the ***ASQ: SE-2*** screening into Pinwheel within 30 days of scoring the ASQ-3, if the ASQ indicates the need for the ***ASQ:SE-2***.
	32	**Referrals**	**Within 30 days**	Ensure all children who score in the referral range (black) on the ASQ-3 or ASQ:SE-2 have a referral in Pinwheel within 30 days after the ASQ-3 or ASQ:SE-2. All interventions, referrals and updates are entered into Pinwheel as they occur throughout the program year (July 1, 2019 – June 30, 2020) as long as the child demonstrates a need.

Item	Component	First 5 QPI Due Dates	Instructions
33	**General Screenings**	**Screenings to date: Fri, Mar 27, 2020 Update as Occurs**	See Quarter 2 for description.
34	**NAP SACC Nutrition Self-Assessment**	**Fri, Mar 27, 2020**	Agency level self-assessment to be completed and entered into Pinwheel.
35	**NAP SACC Physical Activity Self-Assessment**	**Fri, Mar 27, 2020**	Session level self-assessment to be completed for each session and entered into Pinwheel.
36	**Child Attendance**	**Manual Entry: Daily Import: Monthly by 11th**	See Quarter 1 for description.
37	**Staff Attendance Verification Report**	**Manual Entry: Daily Other Primary System: Quarterly report within 2 Weeks of receipt of QPI Template**	See Quarter 2 for description.
38	**Student Demographics**	**Updates, adds and drops every 2 weeks**	Conduct a quality check on all records. Ensure all new children have been entered and all drops have a Drop Date and have been moved to a Dropped Waiting List. See Quarter 1 for description.

	Item	Component	First 5 QPI Due Dates	Instructions
Quarter Four: April 1 – June 30	39	**Ages and Stages Questionnaire (ASQ-3)**	**Within 90 days of child's first day present**	See Quarter 2 for description.
	40	**Quarter 3 Invoice**	**Fri, Apr 10, 2020**	Quarter 3 Invoice should be submitted in Pinwheel for contract monitor approval.
	41	**First 5 Parent Satisfaction Survey**	**Fri, May 15, 2020**	Provider to distribute the First 5 Parent Satisfaction Survey to parents in early April, return surveys to QPI by the deadline.
	42	**DRDP: Desired Results Developmental Profile (DRDP) 2015**	**Posted in SDCOE's FTP site or in Pinwheel by Fri, May 15, 2020**	The DRDP (2015) is required to be completed for each child two (2) times during the program year, within 60 calendar days of each child's first day of attendance and at least one every six months thereafter. The **DRDP Online** results export must be uploaded to SDCOE's secure ftp site by the date listed. Agencies choosing not to use DRDPTech must enter DRDP's directly into Pinwheel by the deadline listed. All children who enter by Mon, 9/16/2018 and remain enrolled are expected to have two DRDPs in Pinwheel. All children who enter by Fri, 3/13/2020 and remain enrolled are expected to have at least one DRDP in Pinwheel, with the following exceptions: 1. Any child who enters with less than 60 days to the end of the program year are not required to have a DRDP. 2. Children who attend preschool less than 10 hours per week are not required to have a DRDP.
	43	**General Quality Check**	**Fri, May 22, 2020**	Inspect all data for quality and resolve errors or incomplete data.
	44	**General Screenings**	**Fri, May 22, 2020**	See Quarter 2 for description.
	45	**Referrals**	**Within 30 days**	See Quarter 3 for description.
	46	**Child Attendance**	**Manual Entry: Daily Import: Monthly by 11th. June attendance within 5 business days of program's end or June 30, whichever comes first.**	See Quarter 1 for description. QPI-Only: June attendance must be input/imported within 5 business days of the end of the program year or June 30, whichever comes first.
	47	**Staff Attendance Verification Report**	**Manual Entry: Daily Other Primary System: Quarterly report within 2 weeks of receipt of QPI template**	Final Staff Attendance Verification report follows same description as in Quarter 2, with the addition of a column in which the Program Director specifies as to whether each Lead, IA and Site Supervisor is anticipated to attend at least 75% of their program calendar days by year-end. This additional column is used by QPI as one of the determining factors in stipend calculations.
	48	**Quarter 4 Invoice**	**Fri, July 10, 2020**	Quarter 4 Invoice should be submitted in Pinwheel for contract monitor approval. First 5 QPI funds must fully expended by June 30, ***2020***.

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Exhibit "B": Scope of Work
Attachment 2: San Diego QRIS Rating Matrix

SAN DIEGO QUALITY RATING AND IMPROVEMENT SYSTEM (QRIS) MATRIX

ELEMENT	1 POINT	2 POINTS	3 POINTS	4 POINTS	5 POINTS
CORE I: CHILD DEVELOPMENT AND SCHOOL READINESS					
1. Child Observation	☐ Not required	☐ Program uses evidence-based child assessment/ observation tool annually that covers all five domains of development	☐ Program uses valid and reliable child assessment/ observation tool aligned with CA *Foundations & Frameworks* (minimum twice a year)	☐ Program uses DRDP 2015 (minimum twice a year) **AND** results used to inform curriculum planning	☐ Program uses DRDP 2015 (minimum twice a year) **AND** Uploads results into DRDP Tech **AND** results used to inform curriculum planning
2. Developmental and Health Screenings	☐ Meets Title 22 Regulations	☐ Health Screening Form (Community Care *Licensing form LIC 701 "Physician's Report - Child Care Centers" or equivalent)* used at entry ***for every child***, and then ▪ annually for every child **OR** ▪ Ensures vision and hearing screening are conducted annually	☐ Program works with families to ensure screening of all children using a ***valid and reliable developmental screening tool*** at entry and as indicated by results thereafter **AND** ☐ Meets all Criteria from point level 2	☐ Program works with families to ensure screening of all children using the **ASQ-3** at entry and as indicated by results thereafter **AND** ☐ Meets all Criteria from point level 2	☐ Program works with families to ensure screening of all children using the **ASQ-3 & ASQ:SE**, if indicated, at entry, then as indicated by results thereafter **AND** ☐ Program staff uses children's screening results to make referrals and implement intervention strategies and adaptations as appropriate **AND** ☐ Meets all Criteria from point level 2
CORE II: TEACHERS AND TEACHING					
3. Minimum Qualifications for Lead Teacher/ Family Child Care Home (FCCH)	☐ Meets Title 22 Regulations **Center:** 12 units of Early Childhood Education (ECE)/Child Development (CD)	☐ **Center:** 24 units of ECE/CD[1] **OR** Associate ***Teacher*** Permit + 12 units of ECE/CD	☐ 24 units of ECE/CD + 16 units of General Education **OR** Teacher Permit **AND**	☐ Associate's degree (AA/AS) in ECE/CD (or closely related field) **OR** AA/AS in any field + 24 units of ECE/CD **OR** Site Supervisor Permit	☐ ***Bachelor's degree OR Master's Degree in ECE/CD (or closely related field) OR BA/BS in any field plus/with 24 units of ECE/CD***

[1] For all ECE/CD units, the core 8 are desired but not required.

SAN DIEGO QUALITY RATING AND IMPROVEMENT SYSTEM (QRIS) MATRIX

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	FCCH: 15 hours of training on preventive health practices	☐ **FCCH:** 12 units of ECE/CD **OR** Associate Teacher Permit	☐ 21 hours professional development (PD) annually	**AND** ☐ 21 hours PD annually	***OR Program Director Permit*** ***OR BA/BS or Master's degree plus*** • ***Teacher Permit OR*** • ***Site Supervisor Permit*** ***AND*** ***☐ 21 hours PD annually***
4. Effective Teacher-Child Interactions: Using CLASS Assessments (*Use tool for appropriate age group as available)	☐ Not Required	☐ Familiarity with **CLASS** assessment for appropriate age group as available, by a minimum of one representative from the site	☐ Independent **CLASS** assessment by reliable observer to inform the program's professional development/ improvement plan	☐ Independent **CLASS** assessment by reliable observer with minimum **CLASS** scores of: **Pre-K** ▪ Emotional Support - 5 ▪ Instructional Support –3 ▪ Classroom Organization – 5 ***Toddler*** ▪ ***Emotional & Behavioral Support – 5*** ▪ ***Engaged Support for Learning – 3.5*** ***Infant*** ▪ ***Responsive Caregiving – 5.0***	☐ Independent **CLASS** assessment by a reliable observer with minimum **CLASS** scores of: **Pre-K** ▪ Emotional Support – 5.5 ▪ Instructional Support – 3.5 ▪ Classroom Organization – 5.5 ***Toddler*** ▪ ***Emotional & Behavioral Support – 5.5*** ▪ ***Engaged Support for Learning – 4*** ***Infant*** ▪ ***Responsive Caregiving – 5.5***
CORE III: PROGRAM AND ENVIRONMENT - Administration and Leadership					
5. Ratios and Group Size (Centers Only beyond licensing regulations)	☐ **Center:** Title 22 Regulations **Infant** Ratio of 1:4 **Toddler Option** Ratio of 1:6 **Preschool** Ratio of 1:12 ☐ **FCCH:** Title 22 Regulations	☐ **Center** **Infant/Toddler** Ratio of 4:16 **Toddler** Ratio of 3:18 **Preschool** Ratio of 3:36	☐ **Center** **Infant/Toddler** Ratio of 3:12 **Toddler** Ratio of 2:12 **Preschool** Ratio of 2:24	☐ **Center** **Infant/Toddler** Ratio of 3:12 or 2:8 **Toddler** Ratio of 2:10 **Preschool** Ratio of 3:24 or 2:20	☐ **Center** **Infant/Toddler** Ratio of 3:9 or better **Toddler** Ratio of 3:12 or better

	(excluded from point values in ratio and group size)				**Preschool** Ratio of 1:8 ***or better*** and group size of no more than 20
6. Program Environment Rating Scale(s) (Use tool for appropriate setting: ECERS-R, ITERS-R, FCCERS-R)	☐ Not Required	☐ Independent **ERS assessment** using scale for the appropriate setting. All subscales completed and averaged to meet overall score level of **3.0**	☐ Independent **ERS assessment** using scale for the appropriate setting. All subscales completed and averaged to meet overall score level of **4.0**	☐ Independent **ERS assessment** using scale for the appropriate setting. All subscales completed and averaged to meet overall score level of **5.0**	☐ Independent **ERS assessment** using scale for the appropriate setting. All subscales completed and averaged to meet overall score level of **5.5** **OR** Current National Accreditation approved by the ***California Department*** of Education
7. Director Qualifications (Centers Only)	☐ 12 units core ECE/CD and 3 units ***of*** Management/ Administration	☐ 24 units ECE/CD + 16 units General Education ***+/with*** 3 units Management/ Administration **OR** Master Teacher Permit	☐ Associate's degree with 24 units ECE/CD ***+/with*** 6 units Management/ Administration and 2 units of supervision **OR** Site Supervisor Permit **AND** ☐ 21 hours PD annually	☐ Bachelor's degree with 24 units ECE/CD ***+/with*** 8 units of Management/ Administration **OR** Program Director Permit **AND** ☐ 21 hours PD annually	☐ Master's degree with 30 units ECE/CD including specialized courses ***+/with*** 8 units of Management/ Administration, **OR** Administrative Credential **AND** ☐ 21 hours PD annually

TOTAL POINT RANGES

Program Type	QPI Tier 1	QPI Tier 2	QPI Tier 3	QPI Tier 4	QPI Tier 5
Centers 7 Elements for 35 points	**Blocked** – Must Meet All Elements	**Point Range** 8 to 19	**Point Range** 20 to 25	**Point Range** 26 to 31	**Point Range** 32 and above
FCCHs 5 Elements for 25 points	**Blocked** – Must Meet All Elements	**Point Range** 6 to 13	**Point Range** 14 to 17	**Point Range** 18 to 21	**Point Range** 22 and above

San Diego County Superintendent of Schools
Agreement with San Ysidro School District
For Quality Preschool Initiative Services

Exhibit "B": Scope of Work
Attachment 3: Parent Consent Forms

san diego county office of
EDUCATION
FUTURE WITHOUT BOUNDARIES™

San Diego County Office of Education Main Campus
6401 Linda Vista Road, San Diego, CA 92111
858-292-3500 | www.sdcoe.net

Dear Parent(s):

Did you know that your child is enrolled in a preschool that is participating in the First 5 San Diego Quality Preschool Initiative? The Quality Preschool Initiative (QPI) is a systemic approach to assess, improve, and communicate the level of quality in early care and education programs. Your child is enrolled in a preschool that is committed to continually improving or sustaining high-quality practices.

QPI is managed by the San Diego County Office of Education and funded by First 5 San Diego. This partnership is committed to eliminating the achievement gap by providing high-quality early education experiences to children.

The purpose of the Quality Preschool Initiative is to build an effective system for delivering high quality preschool experiences to children and families that:

- Utilizes well-qualified teachers and staff with specialized training in early childhood education;
- Provides eager young learners with support to build academic and social skills that prepare them to be successful learners in kindergarten;
- Utilizes a research-based curriculum that is developmentally appropriate and sets goals specific to preschool;
- Builds trusting relationships with families by respecting and supporting home language, exchanging information about the child, and engaging families in their child's classrooms and schools; and
- Includes children with special needs.

The Quality Preschool Initiative is also working to help connect children and families with other available services in the community to promote the health and well-being of families in San Diego County. Please ask your preschool provider about any services that may be available to you.

For more information about the Quality Preschool Initiative, please visit www.sdqpi.org. If you have any questions, please call us at 858-292-3700. Enjoy a wonderful year with your child.

Sincerely,

Lucia Garay
Executive Director
Early Education Programs and Services
San Diego County Office of Education

SAN DIEGO QUALITY PRESCHOOL INITIATIVE

FUNDED IN PART BY First 5 San Diego

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San Diego County Office of Education Main Campus
6401 Linda Vista Road, San Diego, CA 92111
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Estimado(s) Padre(s) de familia:

¿Sabía usted que el preescolar de su hijo(a) está participando en la Iniciativa para el Preescolar de Calidad (QPI, por sus siglas en inglés) de First 5 San Diego? QPI es un método sistémico de evaluar, mejorar y comunicar el nivel de calidad de programas de cuidados y educación temprana. Su niño está inscrito en un preescolar que está comprometido a mejorar la calidad del programa de manera continua y a mantener prácticas de alta calidad.

QPI se encuentra bajo la dirección de la Oficina de Educación del Condado de San Diego (SDCOE, por sus siglas en inglés) y es financiado parcialmente por First 5 San Diego. Esta asociación está comprometida a eliminar la brecha en el rendimiento académico de los estudiantes al crear experiencias de educación temprana de calidad.

El propósito de QPI es crear un sistema efectivo para brindar experiencias de alta calidad para los niños y sus familias que:

- tenga maestros y personal calificado con capacitación especializada en educación temprana;
- brinde apoyo para desarrollar las habilidades sociales y académicas de los estudiantes más pequeños que los prepare para ser estudiantes exitosos en el jardín de infancia;
- utilice un currículo basado en la investigación apropiado para cada etapa del desarrollo y que establezca metas específicas a la educación preescolar;
- establezca relaciones con las familias, respetando y apoyando el idioma materno, intercambiando información acerca del niño, e involucrándolas en el salón de clase;
- incluya niños con necesidades especiales.

La Iniciativa para el Preescolar de Calidad también está trabajando para ayudar a conectar a niños y familias con otros servicios disponibles en la comunidad con el fin de promover la salud y el bienestar de las familias en el condado de San Diego. Por favor pregúntele a su proveedor de educación preescolar acerca de otros servicios que estén a su disponibilidad.

Si tiene alguna pregunta sobre la Iniciativa para el Preescolar de Calidad, por favor visite sdqpi.org. Si tiene alguna pregunta llame al 858-292-3700. Disfrute de un maravilloso año escolar con su hijo(a).

Atentamente,

Lucia Garay
Directora Ejecutiva
Programas y Servicios de Educación Temprana
Oficina de Educación del Condado de San Diego

SAN DIEGO QUALITY PRESCHOOL INITIATIVE

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San Diego County Office of Education Main Campus
6401 Linda Vista Road, San Diego, CA 92111
858-292-3500 | www.sdcoe.net

Dear Parent(s):

Your preschool participates in the Quality Preschool Initiative (QPI) and receives grant funds from local and state resources in order to provide preschool programming and services. As a condition of funding, we are required to participate in research and evaluations and to provide information regarding services and operations to the agency/agencies providing the funding, so they may evaluate program effectiveness. By signing the "Consent to Participate" forms (attached), you are authorizing your Quality Preschool Initiative preschool provider to share certain evaluation data regarding your child with the San Diego County Office of Education (SDCOE), First 5 San Diego, and First 5 California for up to ten (10) years.

The evaluation data that your Quality Preschool Initiative Preschool Provider may share includes the following:

- Assessment results from the Desired Results Developmental Profile, which is completed by your child's teacher and measures your child's development;
- Screening results from the Ages and Stages Questionnaires, which is completed by you and staff at our agency to screen for developmental delays;
- Whether or not your child receives specialized services through an Individualized Education Program (IEP).
- Your child's ethnicity and primary language; and
- Information regarding referrals concerning supports for your child's development.

Your child's name and personal information will never be released to the public or made available for public viewing. The agencies that provide funding to your child's preschool comply with strict laws requiring them to keep your child's information private, similar to SDCOE. If you sign the attached forms, your preschool may also share directory information including your child's name, gender, date of birth, and dates of attendance. Your preschool does not need parent consent in order to share this information, unless you have opted out of release of directory information.

Providing your consent at this time does not limit your ability to withdraw your consent to participate in the research evaluation in the future. If at any time after providing your consent, you choose to withdraw your consent to share evaluation data with the funders, please contact your Quality Preschool Initiative preschool provider for the requisite forms.

If you agree to participate in the evaluation process, please sign the attached form(s) and return them to your Quality Preschool Initiative preschool provider. If you do not agree, please draw a line through the attached form(s) and write "no" in the signature line and return to your Quality Preschool Initiative preschool provider. If you should have any questions or concerns, please contact me.

Sincerely,

Lucia Garay
Executive Director
Early Education Programs and Services
San Diego County Office of Education

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6401 Linda Vista Road, San Diego, CA 92111
858-292-3500 | www.sdcoe.net

Estimado(s) padre(s) de familia:

Su preescolar recibe fondos de subvenciones de agencias locales y estatales para ofrecer servicios y programas de preescolar. Como condición para seguir recibiendo dichos fondos, se nos requiere participar en investigaciones y evaluaciones, y proporcionar información referente a nuestras operaciones a las agencias que proveen los fondos para la evaluación de la eficacia del programa. Al firmar las formas de autorización para participar adjuntas, usted está autorizando que su proveedor de prescolar de la Iniciativa para el Preescolar de Calidad (QPI, por sus siglas en inglés) comparta ciertos datos referentes a su hijo(a) para dicha evaluación con la Oficina de Educación del Condado de San Diego (SDCOE, por sus siglas en inglés), First 5 San Diego y First 5 California por hasta diez (10) años.

Los datos que su proveedor de preescolar QPI puede compartir para la evaluación incluyen:

- resultados de evaluación del Perfil de Desarrollo de Resultados Deseados (DRDP), completado por el(la) maestro(a) de su hijo(a), que mide el desarrollo de su hijo(a);
- resultados de evaluación de Ages and Stages Questionnaires (cuestionarios de edades y etapas), completados por usted y el personal de su agencia para detectar retrasos en el desarrollo;
- si su hijo(a) recibe o no servicios especializados a través de un programa de educación individualizada (IEP, por sus siglas en inglés);
- la identidad étnica y lengua materna de su hijo(a);
- información relativa a las referencias para recibir apoyos para el desarrollo de su hijo(a).

El nombre y la información privada de su hijo(a) jamás será difundida públicamente ni estará accesible al público. Las agencias que suministran fondos al preescolar de su hijo(a), al igual que SDCOE, cumplen con leyes estrictas que les requiere mantener la información de su hijo(a) privada. Si firma las formas adjuntas, el prescolar de su hijo(a) también podrá compartir datos personales de su hijo que incluyen su nombre, sexo, fecha de nacimiento y fechas de asistencia. El prescolar de su hijo no necesita su autorización para compartir dicha información, a menos que usted haya optado porque no se disemine dicha información personal.

El dar su consentimiento ahora no limita su habilidad de retirar su consentimiento para participar en la evaluación de la investigación en un futuro. Si decide retirar su consentimiento después de haberlo dado, por favor contacte a su proveedor de prescolar de QPI para obtener las formas necesarias.

Si usted da su consentimiento para participar en el proceso de evaluación, por favor firme las formas adjuntas y entréguelas a su proveedor de prescolar QPI. Si no desea dar su consentimiento, por favor trace una línea en cada una de las formas adjuntas, escriba 'no' en la línea de la firma y entregue las formas a su proveedor de prescolar QPI. Si tiene alguna duda o inquietud, no dude en contactarme.

Atentamente,

Lucia Garay
Directora Ejecutiva
Programas y Servicios de Educación Temprana
Oficina de Educación del Condado de San Diego



AUTHORIZATION FOR USE OR DISCLOSURE OF STUDENT INFORMATION TO AND FROM PRESCHOOL AGENCIES

Completion of this document authorizes the disclosure and/or use of personally identifiable student information between your child's preschool, San Diego County Office of Education, and First 5 San Diego, as set forth below, consistent with California and Federal laws concerning the privacy of such information and use of non-identifiable student information between First 5 San Diego and First 5 California for the purposes of program study and funding. If you consent to disclosure of information as described herein, please fill out, sign and return this form to: _____.

USE AND DISCLOSURE INFORMATION RELATED TO:

Student Name: _____

Last First MI Date of Birth

I, the undersigned, do hereby authorize the above named student's preschool, _____, and San Diego County Office of Education, 6401 Linda Vista Road, San Diego, CA 92111, to exchange information regarding the above named student with First 5 San Diego and First 5 California. The information is exchanged for program evaluation purposes and for preschool, programming, and service planning. The exchange of information is a condition on which funding for the preschool program is provided to San Diego County Office of Education. The information will be exchanged between your child's preschool, the San Diego County Office of Education and First 5 San Diego for the purpose of providing quality preschool instruction and program supports and health services. Aggregate non-identifiable student information between First 5 San Diego and First 5 California is used for the purpose of program study and funding.

Requested information shall be limited to the following: your child's ethnicity; primary language; results from assessment and screening Tools: ASQ-3, ASQ:SE-2, and DRDP-2015; IEP/IFSP; and referrals for support services.

DURATIONS

This authorization shall become effective immediately and shall remain in effect until _____ or one year from today.
Date

RESTRICTIONS ON RE-DISCLOSURE

California law prohibits the requestor from making further or additional disclosure of private information to another third party unless the requestor obtains another authorization from you, or the disclosure is specifically required or permitted by law.

YOUR RIGHTS

You have the following rights with respect to this authorization, and affirm you understand them in signing this release form. You may revoke this authorization at any time by submitting written revocation signed by you or your representative and delivered to the agency/persons listed above. Your revocation will be effective upon receipt, but will not be effective to the extent that the requestor or others have acted in reliance on this authorization. You have the right to receive a copy of this authorization.

Signing this authorization may be required in order for this student to obtain appropriate/additional specialized support services in the educational setting.

Approval: _____

Printed Name Signature Date

_____

Relationship to Student Area Code and Telephone Number





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AUTORIZACIÓN PARA EL USO O LA DIVULGACIÓN DE INFORMACIÓN DE ESTUDIANTES PARA Y DEPARTE DE LAS AGENCIAS PREESCOLARES

El completar este documento autoriza la divulgación y/o el uso de información de estudiantes personalmente identificable entre el preescolar de su hijo/a, la Oficina de Educación del Condado de San Diego y First 5 San Diego, como esta descrito abajo, consistente con las leyes de California y federales concerniente a la privacidad de dicha información y uso de la información no identificable del estudiante entre First 5 San Diego y First 5 California con el propósito de la evaluación y el financiamiento del programa. Si usted está de acuerdo con la divulgación de información descrita en este documento, firme y entregue esta forma a: _____.

USO Y DIVULGACIÓN DE INFORMACIÓN RELACIONADA CON:

Nombre del estudiante:_____
Apellido Primer Nombre Inicial del segundo nombre Fecha de nacimiento

Yo, el(la) abajo firmante, hago constar que autorizo al preescolar del estudiante nombrado anteriormente, _____, y a la Oficina de Educación del Condado de San Diego, 6401 Linda Vista Road, San Diego, CA 92111, a intercambiar información del estudiante nombrado anteriormente con First 5 San Diego y First 5 California. Dicha información es intercambiada con el propósito evaluar del programa, y planificar lo referente con el preescolar, su programación y servicios. El intercambio de información es una condición para que los fondos del programa preescolar sean suministrados a la Oficina de Educación del Condado de San Diego. La información será intercambiada entre el preescolar de su hijo/a, la Oficina de Educación del Condado de San Diego y First 5 San Diego con el propósito de proveer educación prescolar de calidad, soportes para el programa y servicios de salud. La información agregada no identificable de estudiantes compartida con First 5 San Diego y First 5 California es usada con el propósito de evaluar y financiar el programa.

La información solicitada estará limitada a la siguiente: identidad étnica; primera lengua; resultados de evaluaciones y proyecciones: ASQ-3, ASQ:SE-2 y DRDP-2015; IEP/IFSP; y referencias para recibir servicios de apoyo.

VENCIMIENTO
Esta autorización será efectiva inmediatamente y se mantendrá en efecto hasta el _____ o dentro de un año a la fecha actual.
Fecha

RESTRICCIONES DE DIVULGACIÓN
La ley de California prohíbe al solicitante la divulgación de información privada adicional o más allá de lo acordado a terceros, a menos que el solicitante obtenga otra forma de autorización de su parte o a menos que dicha divulgación sea específicamente requerida o permitida por la ley.

SUS DERECHOS
Usted tiene los siguientes derechos con respecto a esta autorización y afirma entenderlos al firmar esta forma de autorización. Usted puede revocar esta autorización en cualquier momento al presentar una revocación por escrito firmada por usted o por su representante y enviada a la agencia(s)/personal mencionados arriba. Su revocación entrará en efecto en cuanto sea recibida pero no aplicará a la información que ya se ha dado a conocer dada esta autorización. Usted tiene derecho a recibir una copia de esta autorización.

Es necesario firmar esta autorización para que el estudiante pueda recibir servicios de apoyo especializados apropiados/adicionales en el ambiente educativo.

Autorización: _____
Nombre en letra de molde Firma Fecha

_____
Relación de parentesco con el/la estudiante Número de teléfono

SAN DIEGO QUALITY PRESCHOOL INITIATIVE

FUNDED IN PART BY First 5 San Diego

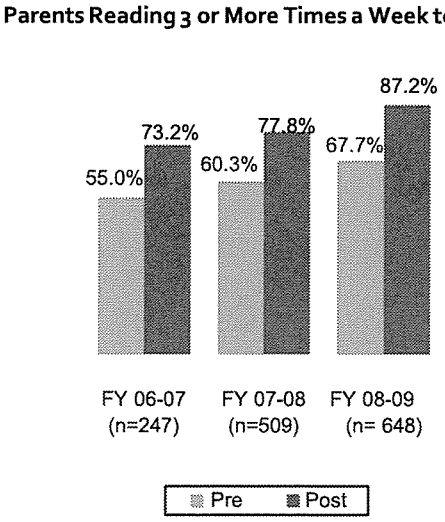
Information on the First 5 San Diego Program Evaluation

Evaluation Manager
2750 Womble Rd, Suite 201
San Diego, CA 92106
(619) 523-7700

First 5 San Diego (First 5 SD) supports and pays for programs for young children and their families in San Diego County. These programs help children enter school healthy and ready to succeed. Data collected from programs will help First 5 SD learn which programs work best.

Data Available to First 5 SD. The organization providing services to you shares data with First 5 SD. For example, the data may be the ages and ethnicities of participants, the number of people served in each zip code or information about how groups of children and their parents are learning and improving.

Procedures. First 5 SD does not report on individual children or families as part of its evaluation. Your family data will be combined with data from others to show First 5 SD if families are helped by our programs. As an example, some First 5 SD programs help parents to read to their child. The report would look like this.



Questions. If you have any questions regarding the First 5 SD evaluation, you may call the Evaluation Manager at (619) 523-7700, or write to the above mailing address.

Voluntary Participation. You/your child receive First 5 SD services voluntarily and you can refuse services or stop participating at any time.

ACKNOWLEDGEMENT

I _____ have received the First 5 San Diego Program Evaluation information sheet.

_____
Name of Parent/Guardian **(PLEASE PRINT)**

_____ _____
Signature of Parent/Guardian Date

Child(ren) under age 6 receiving services from:

_____
Agency or Program Name

_____ _____
Child (1) – First, Middle, and Last Name (s) as listed on birth certificate Relationship to Child (1)

_____ _____
Child (2) – First, Middle, and Last Name (s) as listed on birth certificate Relationship to Child (2)

_____ _____
Child (3) – First, Middle, and Last Name (s) as listed on birth certificate Relationship to Child (3)

_____ _____
Child (4) – First, Middle, and Last Name (s) as listed on birth certificate Relationship to Child (4)

_____ _____
Child (5) – First, Middle, and Last Name (s) as listed on birth certificate Relationship to Child (5)

_____ _____
Child (6) – First, Middle, and Last Name (s) as listed on birth certificate Relationship to Child (6)

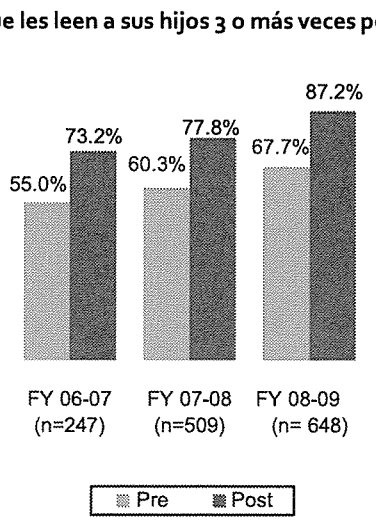
Información sobre la Evaluación del Programa First 5 San Diego

Evaluation Manager
2750 Womble Road, Suite 201
San Diego, CA 92106
(619) 523-7700

First 5 San Diego (First 5 SD) apoya y paga por programas que ayudan a los niños del condado de San Diego. Estos programas contribuyen a que los niños entren a la escuela saludables y listos para triunfar. La información recopilada por parte de los programas ayudará a que First 5 SD identifique cuales programas funcionan mejor.

Información disponible a First 5 SD. La organización que le ofrece los servicios comparte datos con First 5 SD; por ejemplo, datos como la edad y el grupo étnico de los participantes, el número de personas que se atienden en cada código postal o información acerca de cómo grupos de niños y sus padres están aprendiendo y mejorando.

Procedimientos. First 5 SD no reporta de manera individual a niños o familias como parte de su evaluación. La información de su familia será combinada con datos de otras personas para mostrarle a First 5 SD si las familias son ayudadas por nuestros programas. Por ejemplo, algunos de los programas de First 5 SD ayudan a los padres a leerles a sus hijos. El reporte se presentaría de este modo:



Preguntas. Si usted tiene preguntas sobre la evaluación de First 5 SD, puede comunicarse con el Gerente de Evaluación al (619) 523-7700, o escribirle a la dirección que aparece en la parte superior de la hoja.

Participación voluntaria. Usted/su hijo recibe servicios de First 5 SD voluntariamente y puede rehusarlos y dejar de participar en cualquier momento.

Reconocimiento

Yo, _____ he recibido la hoja de información de la Evaluación del Programa First 5 San Diego.

_____
Nombre del padre/tutor **(FAVOR DE ESCRIBIR CON LETRA DE MOLDE)**

_____ _____
Firma del padre/tutor Fecha

Niño(s) <u>menores de 6 años</u> que reciben servicios de:

_____
Nombre de la Agencia o Programa

_____ _____
Niño (1) – Primer nombre, segundo(s) nombre(s), apellidos como aparece en el acta de nacimiento — Relación con el niño (1)

_____ _____
Niño (2) – Primer nombre, segundo(s) nombre(s), apellidos como aparece en el acta de nacimiento — Relación con el niño (2)

_____ _____
Niño (3) – Primer nombre, segundo(s) nombre(s), apellidos como aparece en el acta de nacimiento — Relación con el niño (3)

_____ _____
Niño (4) – Primer nombre, segundo(s) nombre(s), apellidos como aparece en el acta de nacimiento — Relación con el niño (4)

_____ _____
Niño (5) – Primer nombre, segundo(s) nombre(s), apellidos como aparece en el acta de nacimiento — Relación con el niño (5)

_____ _____
Niño (6) – Primer nombre, segundo(s) nombre(s), apellidos como aparece en el acta de nacimiento — Relación con el niño (6)

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Model Release Form

STUDENT NAME (please print): _____

All my rights I may have or acquire in connection with my participation in the television, film, audiotape series, or any Web-based or derivative work of projects for teachers by the First 5 San Diego Quality Preschool Initiative including but not limited to my rights to publicity, copyrights and/or other intellectual property rights, are hereby granted, worldwide, in perpetuity and for any use to the San Diego County Board of Education and the San Diego County Office of Education, San Diego, California, and its designees. I hereby waive the right to any fees or control of the aforementioned programs or any portion thereof, now or in the future and I grant full permission for the use of my name, likeness, performance and voice for the purpose of publicizing, advertising, promoting, or marketing the aforementioned teacher projects.

San Diego County Office of Education will have no obligation to use the material or to complete, distribute, or exhibit the production. I shall not have the right to approve or review any use of the material. I acknowledge that no consideration or compensation shall be payable in connection with the material. I understand and acknowledge that San Diego County Office of Education will use the material in full reliance on the above consent and release.

_____ _____

Student's Signature Date

For Students who are Minors (under age 18):
I hereby represent and warrant that I am the parent or legal guardian of the Minor Student whose name is printed above, that I am of majority age and have the legal right to execute this consent and release on behalf of the Minor Student. I further represent and warrant that I have read the release, above, prior to its execution, that I am fully familiar with the contents thereof, and understand and agree to be bound by the terms, conditions and provisions thereof.

_____

Parent/Guardian Signature Print Name Date

_____

Address

_____

School/Location City State

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Permiso para Publicación

NOMBRE DEL ESTUDIANTE (letra de molde): _____

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_____ _____

Firma del Estudiante Fecha

Para estudiantes menores de 18 años:

Yo represento y garantizo que soy el padre o tutor legar del estudiante menor del cual su nombre esta escrito arriba, que tengo la mayoría de edad y tengo el derecho legal de ejecutar este consentimiento y permiso a favor del menor. Además, aquí presente garantizo que he leído el permiso arriba antes de su ejecución, que estoy totalmente familiarizado con el contenido del mismo, y entiendo y estoy de acuerdo con los términos, condiciones y provisiones del mismo.

_____

Firma del padre/tutor Nombre en letra de molde Fecha

_____

Domicilio

_____

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Quality Preschool Initiative

Enrollment Form *Forma de Inscripción*

(To be completed by the parent or guardian)

(El padre o tutor debe completar la forma)

PLEASE COMPLETE ALL INFORMATION REQUESTED

FAVOR DE COMPLETAR TODA LA INFORMACION QUE SE SOLICITA

I. CHILD IDENTIFICATION *IDENTIFICACIÓN DEL NIÑO/A*

Child's LEGAL Name *(from birth certificate) Nombre LEGAL del Niño/a (de acuerdo al Acta de nacimiento):*

Last Name *Apellido:* _____

First Name *Primer Nombre:* _____ Middle Name *Segundo Nombre:* _____

Child's Other Name *Otro Nombre del Niño/a:* _____ Reason for Use *Razón para usarlo:* _____

Child's Date of Birth *Fecha de Nacimiento:* _____ Male *Masculino* ☐ Female *Femenino* ☐

Premature *Prematuro:* **Yes** *Si* ☐ **No** *No* ☐ # of weeks *# de semanas:* _____

Child's Place of Birth *(from birth certificate) Lugar de Nacimiento del Niño/a (de acuerdo al Acta de nacimiento):*

City *Ciudad:* _____ State *Estado:* _____ Country *País:* _____

Mother's Name *(from birth certificate) Nombre de la Madre (de acuerdo al Acta de nacimiento)*

Last Name *Apellido:* _____ Other Names Used *Otro Nombres:* _____

First Name *Primer Nombre:* _____ Middle Name *Segundo Nombre:* _____

Residence Address *Domicilio de Residencia:* _____

City *Ciudad:* _____ State *Estado:* _____ Zip Code *Zona Postal:* _____

Home Phone *Teléfono de Casa:* _____ Cell Phone *Teléfono Celular:* _____ Email *Correo electrónico:* _____

Father's Name *(from birth certificate) Nombre del Padre (de acuerdo al Acta de nacimiento)*

Last Name *Apellido:* _____ Other Names Used *Otro Nombres:* _____

First Name *Primer Nombre:* _____ Middle Name *Segundo Nombre:* _____

Residence Address *Domicilio de Residencia:* _____

City *Ciudad:* _____ State *Estado:* _____ Zip Code *Zona Postal:* _____

Home Phone *Teléfono de Casa:* _____ Cell Phone *Teléfono Celular:* _____ Email *Correo electrónico:* _____

Guardian's Name *(from legal documentation) Nombre del Tutor (de acuerdo a la documentación legal)*

Last Name *Apellido:* _____

First Name *Primer Nombre:* _____ Middle Name *Segundo Nombre:* _____

Residence Address *Domicilio de Residencia:* _____

City *Ciudad:* _____ State *Estado:* _____ Zip Code *Zona Postal:* _____

Home Phone *Teléfono de Casa:* _____ Cell Phone *Teléfono Celular:* _____ Email *Correo electrónico:* _____

II. Home Language Survey *ENCUESTA DE IDIOMA EN CASA*

What language do you use most frequently to speak to your son/daughter? *¿Qué idioma utiliza más frecuente para comunicarse con su hijo/a?*

Name the language most often spoken by the adults at home: *Indique el idioma que más frecuentemente hablan los adultos en casa:*

In what language do you prefer to receive program communications: *¿En qué idioma prefiere recibir información/comunicación del programa?*

English *Inglés* ☐ Spanish *Español* ☐ Other *Otro* ☐

III. SERVICES AND PROGRAMS *SERVICIOS Y PROGRAMAS*

Yes *Si* ☐ **No** *No* ☐ Does your child have an IFSP or IEP? *¿Tiene su hijo un IFSP o IEP (Plan Individual de Servicios para la Familia)?*

If yes, from where? Si sí, ¿de dónde?

SAN DIEGO QUALITY PRESCHOOL INITIATIVE

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IV. *THIS CHILD LIVES WITH (CHECK ALL THAT APPLY) EL NIÑO/ VIVE CON (FAVOR DE MARCAR TODO LO QUE SE APPLIQUE):*

Father *Padre* ☐ Mother *Madre* ☐ Step-Father *Padrastro* ☐ Step-Mother *Madrastra* ☐ Guardian *Tutor* ☐ Grandparent *Abuelo* ☐

Foster Parent *Padres de Crianza* ☐ Other *Otro* ☐

Does child have a Social Worker? ¿Tiene asignada Trabajadora Social su niño/a? Yes *Si* ☐ No *No* ☐

If Yes *Si sí,* Name *Nombre:* _____ Phone *Teléfono:* _____

If not living with the parent(s), who is assigned educational signing rights (*from legal documentation)*:
Si no vive con los padres, ¿quién tiene el derecho de firmar/decidir sobre la educación del niño/a? (de acuerdo a la documentación legal):
Name *Nombre:* _____

ETHNICITY ***Etnicidad***

Mark the ethnicity with which your child most closely identifies. ***Favor de marcar que etnicidad identifica más a su niño.***
Please check one: ***Favor de marcar una*:**

☐ Hispanic/Latino (a person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race) *Hispano/Latino (persona de origen Cubano, Mexicano, Puertorriqueño, Sudamericano, Centroamericano u otra cultura Española, sin importar de que raza)*

☐ Not Hispanic or Latino *No, Hispano ni Latino*

MUST ANSWER BOTH QUESTIONS
NECESITA CONTESTAR AMBAS PREGUNTA

RACE ***RAZA***

What is your child's race? (Please check up to five racial categories). ***The above question is about ethnicity, not race. No matter what you selected above, please continue to answer the following by marking one or more boxes to indicate what you consider your race to be.***
¿Qué raza es su niño/a? (Favor de marcar si es necesario hasta cinco categorías). La pregunta anterior es acerca etnicidad, no raza. No importa lo que seleccionó en la parte anterior, por favor continúe contestando lo siguiente marcando una o más para indicar que raza considera que es.

☐ **American Indian or Alaskan Native** *Indígena Americano o nativo de Alaska* **(100)**
(Persons having origins in any of the original people of North, Central and South American, including Mexico)
(Personas cuyo origen nativo de Norte América, Centroamérica o Sudamérica incluyendo México)

Asian - *Asiáticos*

(Persons having origins in any of the native peoples of the Far East, Southeast Asia, or the Indian Continent)
(Personas de origen nativo de Oriente, del Sureste de Asia o del Continente Indio)

☐ **Chinese** *Chino* **(201)**
☐ **Japanese** *Japonés* **(202)**
☐ **Korean** *Coreano* **203)**

(Persons having origins in any of the original peoples)
☐ **Vietnamese** *Vietnamita* **(204)**
☐ **Asian Indian** *Indio de Asia* **(205)**
☐ **Laotian** *Laos* **(206)**
☐ **Cambodian** *Camboyano* **(207)**
☐ **Hmong (208)**
☐ **Other Asian** *Otros Asiáticos* **(299)**

Native Hawaiian or Pacific Islander *Nativo Hawaiano o de las Islas del Pacífico*
☐ **Hawaiian** *Hawaiano* **(301)**
☐ **Guamanian** *Guam* **(302)**
☐ **Samoan** *Samoano* **(303)**
☐ **Tahitian** *Tahitiano* **(304)**
☐ **Other Pacific Islander**
Otros grupos de las Islas del Pacífico **(399)**

☐ **Filipino 400**

☐ **African American or Black** *Negro o Afro-Americano* **(600)**
(Persons having origins in any of the Black racial groups of Africa) *(Personas cuyo origen es de los grupos raciales negros de África)*

☐ **White** *Blanco* **(700)**
(Persons having origins in the original peoples of Europe, North America, or the Middle East, including Mexico)
(personas de origen nativo de Europa, Norte América o del Medio Oriente incluyendo México)

Definitions from: www.cde.ca.gov/ds/td/lo/refaq.asp
Definiciones de la siguiente página:

I/We have reviewed this document and to the best of my/our knowledge, the information contained herein is true and complete. The undersigned declares under penalty of perjury that they are the parents or legal guardians of the above-named student and grant the above authorizations.
Yo/Nosotros revisé/revisamos este documento de tres páginas y bajo conocimiento, confirmo que la información que contiene es verdadera y precisa. Declaro bajo pena de perjurio que soy el padre/tutor del niño mencionado y concedo la autorización citada en la parte superior.

Signature of Parent/Guardian: _____ Date: _____
Firma del Padre/Tutor *Fecha*

Signature of Parent/Guardian: _____ Date: _____
Firma del Padre/Tutor *Fecha*

San Diego County Superintendent of Schools
Agreement with San Ysidro School District
For Quality Preschool Initiative Services

Exhibit "B": Scope of Work
Attachment 4: Staff Authorization for Use of Personal Information Form

SAN DIEGO QUALITY PRESCHOOL INITIATIVE

July 1, 2019

Dear Quality Preschool Initiative Participant:

The attached Staff Authorization for Use or Disclosure of Personal Information to and from Participating Agencies form is to be completed and returned to your agency administration. This form is used to provide authorization for your personally identifiable information to be shared with the San Diego County Office of Education (SDCOE) and First 5 San Diego and/or First 5 California during the 2019-20 program year.

Please note that if authorization is not provided and your information cannot be shared with the above-named agencies, you will not be eligible for a QPI stipend and your site's tier rating will be affected.

If you have any questions, please contact SDCOE at 858-292-3700.

Thank you,

Lucia Garay
Executive Director
Early Education Programs and Services
San Diego County Office of Education

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STAFF AUTHORIZATION FOR USE OR DISCLOSURE OF PERSONAL INFORMATION TO AND FROM PARTICIPATING AGENCIES

Completion of this document authorizes the disclosure and/or use of your personally identifiable information between your employer and San Diego County Office of Education, and which may be shared with First 5 San Diego and First 5 California, as set forth below, consistent with California and Federal laws concerning the privacy of such information. Please fill out, sign and return this form to: _____.

USE AND DISCLOSURE INFORMATION RELATED TO:

Name: _____
Last First MI

I, the undersigned, do hereby authorize the Early Education and Care Provider, _____, and San Diego County Office of Education, 6401 Linda Vista Road, San Diego, CA 92111, to exchange my personally identifiable information. Additionally, this information may be shared with First 5 San Diego and/or First 5 California.

The information will be exchanged for the purpose of data collection by agencies participating in the San Diego Quality Preschool Initiative, including: conduct tier rating, study long-term impacts of quality improvement efforts, and calculate and study compensations.

Requested information shall include the following: your name, gender, race, ethnicity, language(s) spoken, education documentation, dates of employment, and work attendance.

DURATIONS
This authorization shall become effective immediately and shall remain in effect until _____ or one year from today.
Date

RESTRICTIONS ON RE-DISCLOSURE
California law prohibits the requestor from making further or additional disclosure of private information to another third party unless the requestor obtains another authorization from you, or the disclosure is specifically required or permitted by law.

YOUR RIGHTS
You have the following rights with respect to this authorization, and affirm you understand them in signing this release form. You may revoke this authorization at any time by submitting written revocation signed by you or your representative and delivered to the agency/persons listed above. Your revocation will be effective upon receipt, but will not be effective to the extent that the requestor or others have acted in reliance on this authorization. You have the right to receive a copy of this authorization.

Approval: _____
Printed Name Signature Date

I do not wish to give my authorization for the Early Education and Care Provider, _____, and San Diego County Office of Education, 6401 Linda Vista Road, San Diego, CA 92111, to exchange my personally identifiable information. Additionally, this information may not be shared with First 5 San Diego and/or First 5 California.

Denial: _____
Printed Name Signature Date

San Diego County Superintendent of Schools
Agreement with San Ysidro School District
For Quality Preschool Initiative Services

Exhibit "B": Scope of Work
Attachment 5: iPad Agency Use Forms

SAN DIEGO QUALITY PRESCHOOL INITIATIVE

Agency iPad Use Agreement

First Name	Lorena	Last Name	Varela-Reed
Agency	San Ysdro Preschool & Child Development Programs		
Job Title	Director of Child Development	Number of Devices Received	16
		July 11, 2019	
Signature of Recipient		Date	

By signing above, I acknowledge that the agency I represent has received the number of iPads indicated above to help support the data collection requirements of the First 5 San Diego Quality Preschool Initiative. iPads and inventories should be collected by the agency at the end of the year and redistributed at the beginning of the following school year. iPads previously issued to staff who do not return may be assigned to new staff or returned to the San Diego County Office of Education (SDCOE) for redistribution to other agencies as needed. Additionally, I acknowledge that:

- The sites and sessions designated for the Quality Preschool Initiative have wireless access to the internet.
- Usage of iPads conform to the SDCOE Use of Technology policy No. 3600. (http://www.sdcoe.net/Board/Documents/ar/3600.pdf)
- iPads signed for above will be inventoried and accountable to the San Diego County Office of Education.
- Each individual who is assigned an iPad will sign a QPI Individual iPad User Agreement.
- Training will be provided to iPad users to meet Quality Preschool Initiative expectations (with support from SDCOE).
- Usage of iPads is limited solely for adult use.
- My agency will use the devices for professional purposes only.
- My agency is responsible for replacing or fixing any lost or damaged iPads resulting from non-professional use.
- iPads will be removed from my agency's possession if anyone from my agency misuses the device in any way outside of professional activities.
- The San Diego County Office of Education reserves the right to reclaim iPads for any reason.
- If any iPad is lost or broken, it must be immediately reported to the San Diego County Office of Education and a SDCOE Capital Outlay Disposition Request form completed.
- If an iPad is stolen, I will assist by filing a police report and will attach it to the SDCOE Capital Outlay Disposition Request form.

Agency Inventory Management

1. SDCOE will review the inventory of iPads issued to your agency on an annual basis. Agency Directors will be responsible for distributing iPads to staff and will ensure that iPad assignments reflect staffing changes as they occur anytime during the year.
2. If any iPad is broken, lost, or stolen, you will be requested to complete a QPI Capital Outlay Disposition Request form.
3. If an iPad is stolen, the police must be contacted, and a police report needs to be attached to a QPI iPad damage report form. Replacement will be the responsibility of the preschool agency if breakage or loss is the result of non-professional use of iPads.
4. At the beginning of each year, you will be responsible for ensuring that all iPads are distributed to reflect any staffing changes.

Questions

Please contact **Melissa Nguyen: mnguyen@sdcoe.net**

SAN DIEGO QUALITY PRESCHOOL INITIATIVE

Individual iPad User Agreement

By signing below, I acknowledge that I have received an iPad to assist in meeting my professional requirements of the First 5 San Diego Quality Preschool Initiative.

I acknowledge that:

- Usage of the iPad will conform to the SDCOE Use of Technology Policy No. 3600 (http://www.sdcoe.net/Board/Documents/ar/3600.pdf)
- I will use the device only for professional purposes
- Only adults shall use the iPad
- Device will be removed from my possession if I misuse the device in any way outside of my professional activities
- The San Diego County Office of Education reserves the right to reclaim iPads for any reason
- If the iPad is lost or broken, I must report it immediately to my supervisor
- If the iPad is stolen, I will assist in filing a police report with the assistance of my supervisor
- My agency is responsible for replacing or fixing any lost or damaged iPads resulting from non-professional use
- iPads will be collected at the end of each year and redistributed at the beginning of the following school year to returning staff/teachers

First Name		Last Name	
Agency		iPad E-tag No. (See Back of Device)	
iPad Serial No. (See Back of Device)			

Signature of Recipient	Date

Directions:
Please email a copy of this form to Sylvia Munoz (sylvia.munoz@sdcoe.net) within 2 weeks of your Agency start date or within 2 weeks of receiving a new iPad.
Please retain a copy of this receipt for your records and submit the original copy to your supervisor to keep on file.

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Exhibit "B": Scope of Work
Attachment 6: QPI Stipend Document, 2019-20

SAN DIEGO QUALITY PRESCHOOL INITIATIVE

Site Director/ Lead Teacher/ Instructional Assistant Annual QPI Quality Stipend Rates 2019-20

Improvements in preschool quality require additional knowledge and time investments on the part of the early education workforce. These stipends are intended to ensure that the investments of additional time made to improve quality are compensated. Stipends will be paid directly to workforce members. Stipends are not available for any staff with an annual gross salary of $71,765 or more, as verified by the Agency director. To be eligible for the Annual QPI Quality stipend:

- Instructional staff must provide instructional service in the classroom for a minimum of 75% of instructional days in their QPI session calendar.
- Site Directors must provide services at the site level in support of QPI sessions for at least 75% of the agency's calendar.
- Workforce members must complete all Quality Assurances to be eligible for a stipend.

The stipend system begins July 1, 2019. Workforce members selecting to receive a stipend must:

- Enter and update any education into the Pinwheel Staff Education tile (degrees, ECE units, and permits) and upload supporting documents (i.e., unofficial transcripts) by January 31, 2020.
- Complete an annual W-9 and SDCOE Supplier Request Form and follow instructions posted in Pinwheel Resources. Forms are due no later than December 20, 2019. Workforce members should mail** or personally deliver these forms to: San Diego County Office of Education
  Attn: Program Clerk
  6401 Linda Vista Road, Room 315
  San Diego, CA 92111
- Site Directors only: Maintain a valid permit for the duration of the 2019-20 program year and ensure it is uploaded in Pinwheel by 60 days after the agency start date* or the employee's start date or first day in a new position, and within 30 days of a renewal. Site Directors must hold at minimum a Site Supervisor permit.
- Within two weeks of final coaching visit and no later than May 15, 2020, complete all requirements, including QIP completion, professional development, and quality assurances listed below.

** The agency start date is the first day of school or the date of QPI contract execution, if later.*
***It is highly recommended to obtain proof of mail (e.g., certified mail)*

Site Director Annual QPI Quality Stipend

Education Level	Site Director must have at least a valid Site Supervisor Permit for the duration of the program year to qualify for any portion of the Site Director stipend. Each Lead Teacher may be assigned to only one (1) Site Director.	Stipend
Master's degree w/ 30 units of ECE/CD including specialized courses +/With 8 units of Management/Administration **OR** Administrative Credential		$1500
Bachelor's degree w/ 24 units of ECE/CD +/With 8 units of Management/Administration **OR** Program Director Permit		$1000
Associate's degree w/ 24 units of ECE/CD +/with 6 units of Management/Administration and 2 units of Supervision **OR** Site Supervisor Permit		$500
Environmental Rating Scale (ERS) and/or CLASS External Review	**Note:** This stipend will be calculated to include the external review scores from the current program year of all the sessions supervised, following the calculation method described in the 2019-20 San Diego QRIS Implementation Guide. If both an ERS and CLASS review were conducted in a session in the current program year, the scores of both reviews will be used. The total line item score on the ERS and/or CLASS scores will determine stipends. Minimum threshold scores must be met for both ERS and CLASS assessments to earn the stipend amount at that level. CLASS stipends are calculated based on all domain scores reaching the minimum required score in all 3 domains.	Stipend
ERS: Achieved a line item average of 6.0 or higher CLASS: Achieved minimum domain scores as follows: Emotional Support – 6.0; Classroom Organization – 6.0; Instructional Support – 4.0		$2600
ERS: Achieved a line item average of 5.5-5.9 CLASS: Achieved minimum domain scores as follows: Emotional Support - 5.5; Classroom Organization - 5.5; Instructional Support - 3.5		$1800
ERS: Achieved a line item average of 5.0-5.4 CLASS: Achieved minimum domain scores as follows: Emotional Support - 5.0; Classroom Organization - 5.0; Instructional Support - 3.0		$1300
ERS: Achieved a line item average of 4.0-4.9 CLASS: Achieved minimum domain scores as follows: Emotional Support - 4.0; Classroom Organization - 4.0; Instructional Support - 2.0		$1000
Quality Assurances	**Note:** The stipend amounts above will be awarded only if all the following Quality Assurances are completed and verified for every QPI session at the site(s) supervised. An additional $500 for each session supervised is awarded. Evidence of completion of all Quality Assurances is required to be completed at each session you supervise in order to earn the stipend.	**$500 per session supervised, up to 7 sessions and not including "concurrent" sessions**

Quality Learning and Instruction Investment

- Develop your Quality Improvement Plan (QIP) within 60 days of the first day of school or first day of employment, whichever is later (using the Pinwheel program and data management system). Update and document ongoing progress toward meeting the goal(s) on your QIP throughout the year, finalized within two weeks of your last scheduled coaching visit. Be available for Quality Assurance Review meeting with your Coach after completion of final coaching visit, following the established coaching visit cycle.
- Participate in the required hours of QPI coaching. Coaching will be based on working toward QIP goal(s), and visits shall follow an established cycle throughout the program year and must be complete by May 15, 2020.
- **Participate in a minimum** of 21 hours of professional development from July 1, 2019-May 15, 2020; inclusive of coaching, 6 hours of professional development training offered by SDCOE staff or other trainings available through CDE.
- Schedule, conduct, and document (e.g., agenda and meeting notes) three (3) 1:1 meetings at each site with each Lead Teacher you supervise to collaborate on interpreting data trends (including DRDP and external reviews) and linking QIPs to improve learning outcomes for children. Provide evidence of support to ALL Lead Teachers supervised to: develop Lead Teachers' QIPs within 60 days of agency start date or contract execution date; use CLASS and ERS assessment data to make ongoing modifications to the planning and delivery of instruction and environment.

Family Engagement and Kindergarten Transition

- Implement the agency's annual Family Strengthening Plan, at the site level. Update throughout the year as appropriate. Show evidence of efforts to engage families in activities listed on Family Strengthening Plan, targeting 80% of family participation, inclusive of scheduling parent education activities at the site level.
- Provide evidence of support provided to teachers in scheduling a real or virtual visit to a Kindergarten classroom or from a Kindergarten teacher for all TK or K-eligible children in your session(s).

Lead Teacher Annual QPI Quality Stipend

Education Level	Note: If the specified education criteria are not met to earn the Education portion of the stipend, an individual may still earn the ERS/CLASS portion of the stipend.	Stipend
Bachelor's degree OR Master's degree in ECE/CD (or closely related field) OR Bachelor's degree in any field +/with 24 units of ECE/CD OR Program Director Permit OR Bachelor's or Master's degree, plus Teacher Permit, Master Teacher Permit or Site Supervisor Permit.		$1000
Associate's degree in ECE/CD (or closely related field) OR Associate's degree in any field + 24 units of ECE/CD OR Site Supervisor Permit.		$500
Environmental Rating Scale or CLASS Score	**Note:** This stipend is based on the annual external review that takes place in every QPI session. For example, if the ERS was done in your session this year, then this stipend will be based only on the ERS score from this year's review. If the CLASS was done in your session this year, then this stipend is based on CLASS scores from this year. If both an ERS and CLASS review were conducted in a session in the current program year, the scores of both reviews will be used. The total line item average score on the ERS and/or CLASS scores will determine stipends. Minimum threshold scores must be met for both ERS and CLASS assessments to earn the stipend amount at that level. CLASS stipends are calculated based on all domain scores reaching the minimum required score in all 3 domains. If no external review is conducted for your session this program year, no stipend will be issued for this element.	Stipend
ERS: Achieved a line item average of 6.0 or higher CLASS: Achieved minimum domain scores as follows: Emotional Support - 6.0; Classroom Organization – 6.0; Instructional Support – 4.0		$2300
ERS: Achieved a line item average of 5.5 CLASS: Achieved minimum domain scores as follows: Emotional Support - 5.5; Classroom Organization - 5.5; Instructional Support - 3.5		$1500
ERS: Achieved a line item average of 5.0 CLASS: Achieved minimum domain scores as follows: Emotional Support - 5.0; Classroom Organization - 5.0; Instructional Support – 3.0		$1000
ERS: Achieved a line item average of 4.0 CLASS: Achieved minimum domain scores as follows: Emotional Support -4.0; Classroom Organization - 4.0; Instructional Support – 2.0		$700
Quality Assurances	**Note: Evidence of completion of all Quality Assurances is required to earn a stipend.** The stipend amounts will be awarded only if all of the following quality assurances are completed and verified for your QPI session(s):	

Quality Learning and Instruction Investment

- Develop your Quality Improvement Plan (QIP) within 60 days of the first day of school or first day of employment, whichever is later (using the Pinwheel program and data management system). Update and document ongoing progress toward meeting the goal(s) on your QIP throughout the year, finalized within two weeks of your last scheduled coaching visit. Be available for Quality Assurance Review meeting with your Coach after completion of final coaching visit, following the established coaching visit cycle.
- Participate in the required hours of QPI coaching. Coaching will be based on working toward QIP goals(s), and visits shall follow an established coaching cycle throughout the program year and must be complete by May 15, 2020.
- **Participate in a minimum** of 21 hours of professional development from July 1, 2019-May 15, 2020; inclusive of coaching, 6 hours of professional development training offered by SDCOE staff or other trainings available through CDE.
- Schedule, facilitate, and document 3 meetings with participating IA(s) to collaborate on interpreting data trends (including DRDP and external reviews) to support classroom improvement and to support the IA(s) development and completion of their QIP within 90 days of agency start date or contract execution date.

Using Data to Inform Instruction

- Ensure that instructional goals are addressed through the planning and delivery of learning activities for individual children and groups, based on DRDP-2015 data, external reviews, and research-based practices.

Instructional Assistant Annual QPI Quality Stipend

Education Level	Note: If the specified education criteria is not met to earn the Education portion of the stipend, an individual may still earn the ERS/CLASS portion of the stipend	Stipend
Bachelor's degree in ECE/CD OR Bachelor's degree in any field + Child Development Teacher Permit OR Bachelor's degree + Child Development Master Teacher Permit OR Bachelor's degree + Child Development Site Supervisor Permit OR Bachelor's degree + Child Development Program Director Permit OR Bachelor's degree + Elementary Teaching Credential		$1000
Associate's degree in ECE/CD OR Child Development Master Teacher Permit OR Child Development Site Supervisor Permit OR Associate's degree + Child Development Teacher Permit or higher		$500
Child Development Teacher Permit		$400
Child Development Associate Teacher Permit		$300
Child Development Assistant Teacher Permit		$200
Environmental Rating Scale or CLASS Score	**Note:** This stipend is based on the annual external review that takes place in every QPI session. For example, if the ERS was done in your session this year, then this stipend will be based only on the ERS score from this year's review. If the CLASS was done in your session this year, then this stipend is based on the CLASS scores from this year. If both an ERS and CLASS review were conducted in a session in the current program year, the scores of both reviews will be used. The total line item average score on the ERS and/or CLASS scores will determine stipends. Minimum threshold scores must be met for both ERS and CLASS assessments to earn the stipend amount at that level. CLASS stipends are calculated based on all domain scores reaching the minimum required score in all 3 domains. If no external review is conducted for your session this program year, no stipend will be issued for this element.	Stipend
ERS: Achieved a line item average of 6.0 or higher CLASS: Achieved minimum domain scores as follows: Emotional Support – 6.0; Classroom Organization – 6.0; Instructional Support – 4.0		$1200
ERS: Achieved a line item average of 5.5 CLASS: Achieved minimum domain scores as follows: Emotional Support - 5.5; Classroom Organization - 5.5; Instructional Support - 3.5		$750
ERS: Achieved a line item average of 5.0 CLASS: Achieved minimum domain scores as follows: Emotional Support - 5.0; Classroom Organization - 5.0; Instructional Support - 3.0		$500
ERS: Achieved a line item average of 4.0 CLASS: Achieved minimum domain scores as follows: Emotional Support -4.0; Classroom Organization - 4.0; Instructional Support -2.0		$300
Quality Assurances	Note: Evidence of completion of all Quality Assurances is required to earn a stipend. The stipend amounts above are only available if all of the following quality assurances are completed for your QPI session(s):	

- Develop your Quality Improvement Plan (QIP) within 90 days of the first day of school or first day of employment, whichever is later (using the Pinwheel program and data management system). Update and document ongoing progress toward meeting the goal(s) on your QIP throughout the year, finalized by May 15, 2020.
- Participate in a minimum of 6 hours of QPI Professional Development that is provided or approved by SDCOE staff or other trainings available through CDE.
- Attend and document three (3) meetings with the Lead Teacher, as made available, in your preschool session to collaborate on interpreting data trends to support instruction and to develop and complete your QIP.

SAN DIEGO QUALITY PRESCHOOL INITIATIVE

QPI Data Representative
2019-20 Data Stipend Quality Assurances

To qualify for the data stipend, each Data Representative must ensure that all QPI data requirements are completed accurately, in full, and as per the due dates listed on the *Data Representative Annual Quality Assurances 2019-20* document attached. In addition to the Data Representative, it may be the responsibility of the Agency Director, Site Director(s), Lead Teachers and other agency staff to input data into Pinwheel, per their level of responsibility as designated by the Agency Director. It is the responsibility of the Data Representative(s) at each agency to familiarize him or herself with the data elements on this document and monitor all data input to ensure it is accurate. It is also the responsibility of the Data Representative to ensure data input deadlines are met, regardless of whether a reminder is issued by SDCOE staff. Any deadline missed without prior written approval from SDCOE may affect earning the data stipend.

Data stipends are earned incrementally, prorated on the amount of data required in that quarter. It is possible to earn 30% each in Quarters 1-2, and 20% each in Quarters 3-4. If the data requirements are not met for a given quarter, the quarterly portion will be forfeited and will not be allowed to be recovered in future quarters.

Though the stipend increments are approved quarterly, the actual entry of data into Pinwheel must be completed as per due dates listed in the 2019-20 QPI Data Reporting Requirements document. Data Representatives are expected to conduct data quality checks and consult with the Agency or Site Director to make corrections prior to due dates listed.

One stipend check will be issued in June-July 2019 covering the total amount earned for the entire program year. If an agency has 47 or more sessions, more than one Data Representative may be engaged in the QPI Data Stipend program. SDCOE encourages agencies with larger number of sessions (47+) to involve two Data Representatives in the quality assurances work throughout the year to ensure data accuracy. Stipends are not available for any staff with an annual gross salary of *$71,765* or more.

Each Data Representative must complete an annual W-9 and SDCOE Supplier Request Form and follow instructions posted in Pinwheel Resources. Forms are due no later than December 20, 2019. Workforce members should mail* or personally deliver these forms, attn:

Tamara Faranso
San Diego County Office of Education
6401 Linda Vista Road, Room 315
San Diego, CA 92111

The data requirements to earn the Data Representative stipend are a subset of the requirements listed in the agency QPI contract. While Data Representatives are asked to support their agency in meeting the additional data requirements listed in the contract, only the items listed in the document below will apply toward the stipend.

**It is highly recommended to obtain proof of mail (e.g., certified mail)*

QPI Data Representative Annual Quality Assurances

The table below reflects the week in which the verification for data accuracy by the SDCOE QPI operations team will occur. The QPI stipend dollar amount each quarter will be determined based on complete and accurate data as listed on this table.

Data Representatives are required to meet due dates as listed on Exhibit B, Attachment 1: 2019-20 QPI Data Reporting Requirements. The Data Representative must run quality assurance checks and resolve all discrepancies and/or missing data **PRIOR** to the first day of each Ops Team Verification Week.	Quarter	QPI Ops Team Verification Week	%	Less than 3 Sessions	3-14 Sessions	15-30 Sessions	31-46 Sessions	47 Sessions
	1	September 30 – October 4, 2019	30%	$150	$300	$600	$750	$900
	2	January 6-10, 2020	30%	$150	$300	$600	$750	$900
	3	March 30 - April 3, 2020	20%	$100	$200	$400	$500	$600
	4	June 1-5, 2020	20%	$100	$200	$400	$500	$600
		Total Possible Stipend:	100%	$500	$1,000	$2,000	$2,500	$3,000

Data Representatives Annual Data Quality Assurances Stipend

Quality Assurances	*Note:* Evidence of completion of all quarterly data quality assurances is required to earn a stipend. *Refer to Exhibit B, Attachment 1: 2019-20 QPI Data Reporting Requirements for all required due dates and instructions and the 2019-20 QPI Data Dictionary for data entry instructions and protocols.* The stipend amounts above are only available if all of the following quality assurances are completed for your QPI session(s):

Quarter 1 (July 1 – September 30)

Set up all QPI sessions:

- Ensure all required data fields on the session landing page(s) in Pinwheel are complete and accurate. Ensure that session data remain up-to-date throughout the year.

Student Demographics:

- Ensure all data fields listed as required in the 2019-20 QPI Data Dictionary are complete and accurate for all children at program year set up on the Student Demographic screen in Pinwheel. Ensure that student demographic data remain up-to-date throughout the year. Every child enrolled in a QPI session must be reported regardless of funding source. Run quality assurance checks by deadline.

Staff Profiles:

- Create and update to ensure all data fields listed as required in the 2019-20 QPI Data Dictionary are complete and accurate in Pinwheel. Ensure that staff profiles remain up-to-date throughout the year, Run quality assurance checks by deadline.

Student Attendance:

- Enter attendance daily into Pinwheel for all children in each QPI session for every in-session day of the program year. Providers who import attendance from another primary data system may import monthly.

Quarter 2 (October 1 – December 31)

General Data Maintenance & Quality:

- Ensure all data points listed above under Quarter 1 are maintained as up-to-date, complete, and accurate.

Physician's Reports:

- Ensure the most recent physician's report data is entered into Pinwheel for all children.

Desired Results Developmental Profile (DRDP-2015):

- Ensure DRDP-2015 ratings for all children are entered into Pinwheel or submitted to SDCOE's file transfer site by the deadline. Track and notify the appropriate agency staff of errant of missing data.

Ages & Stages Questionnaire (ASQ-3):

- Track and notify the appropriate agency staff of each child's ASQ-3 deadline (90 days from child's first day of attendance).
- If data representative is responsible to input/import ASQ-3 data for the agency, input/import into Pinwheel within 90 days of each child's first day of attendance.
- Run quality assurance checks on ASQ-3 data; track and notify the appropriate agency staff when ASQ-3s are missing, errant, incomplete, or the wrong version.

Quarter 3 (January 1 – March 31)

General Data Maintenance & Quality:

- Ensure all data points listed above under Quarters 1 and 2 are maintained as up-to-date, complete, and accurate.

Ages & Stages Questionnaire: Social Emotional (ASQ:SE-2):

- If data representative is responsible to input/import ASQ:SE-2 data for the agency, input/import into Pinwheel when received.
- Track and notify the appropriate agency staff when ASQ:SE-2s are missing, errant, or incomplete.

Referrals:

- Track and notify the appropriate agency staff when children's who have scored in the black on the ASQ-3 do not have a referral entered in Pinwheel.

General Screenings:

- Track scheduling of hearing and vision screenings.

Quarter 4 (April 1 – June 30)

General Data Maintenance & Quality:

- Ensure all data points listed above under Quarters 1, 2, and 3 are maintained as up-to-date, complete, and accurate.

Desired Results Developmental Profile (DRDP-2015) – Final Assessment:

Ensure DRDP-2015 ratings for all children are entered into Pinwheel or submitted to SDCOE's file transfer site by the deadline. Track and notify the appropriate agency staff of errant of missing data.

San Diego County Superintendent of Schools
Agreement with San Ysidro School District
For Quality Preschool Initiative Services

Exhibit "B": Scope of Work
Attachment 7: Guidelines for Presentation and Publication Materials Approval

Guidelines for Presentation and Publication Materials Approval

Introduction
The following guidelines outline the approval process for presentation and publication materials for QPI agencies.

Approval
QPI agencies are required to obtain San Diego County Office of Education (SDCOE) approval before sharing information and material publicly on projects that are partially funded by First 5 San Diego (F5SD)*. Previously approved material does not require SDCOE approval. New material added to previously approved documents requires SDCOE approval. Approval applies only to presentations of agencies' own/internal data. There is currently no approval for any agency to share QPI Initiative-level data or any comparison of an agency's data to another QPI agency.

Procedures
QPI Directors shall inform their QPI Coordinator as soon as they know that they have material to be approved. The following types of material require approval:

- Presentations at public meetings
- Conference presentations/workshops
- Publicity materials
- Op-eds and articles (newspaper, magazine, catalogs, etc.)

The QPI Coordinator will review grammar, content, branding, formatting, and length (see Publication and Materials Approval Checklist). QPI Directors need to submit the material to their QPI Coordinator at least five (5) business days before the requested return date. The QPI Director shall also provide the following supplemental information:

- Purpose (conference, lecture, etc.)
- Guidelines (length, number of slides, etc.)
- Timeline (when the final approval from QPI Coordinator is requested by the QPI Director as well as the submission deadline and presentation/publication dates, if applicable)

The material will go through a two-step review process. The QPI Coordinator will notify the QPI Director of requested edits.

*To receive electronic logos for "SDCOE" and "Partially Funded by First 5", please email Shelby Arnett at sarnett@sdcoe.net.

QPI PUBLICATION AND MATERIAL APPROVAL CHECKLIST

Agency Name:	**Purpose/Presentation Type:**
Contact Person Submitting Form:	**Expected Presentation Date:**
Phone No.:	**Timeline (when final approval from QPI Coordinator is requested):**
Email:	**Audience:**
Date Submitted:	**QPI Coordinator Name:**

QPI Agency Self-Check List		QPI Coordinator Initials
☐	Proper Branding for QPI, SDCOE and F5SD (Partially Funded by First 5 San Diego)	
☐	No grammatical errors	
☐	Data – QPI Initiative level data not previously approved by F5SD or already published in an annual report must receive approval from F5SD	
☐	Length – no more than 30 slides for a one-hour presentation	
☐	Slides are numbered	
☐	Pictures are appropriate for topic and audience	
☐	Images are clear (no fuzzy photos or figures)	
☐	Background colors allow for text to be clearly visible	
☐	Color-coded categories in figures have colors that are distinguishable from each other	
☐	Consistency throughout document in writing style (for example, use or no use of serial comma, period or no period at end of each dot point, etc.)	

For Use by QPI Coordinator
Approval Date:
QPI Coordinator Signature:

ARTICLE 3
DISENTANGLEMENT

3.1 General Obligations

At County's discretion, Provider shall accomplish a complete transition of the services as set forth in Exhibit B to this Agreement (for purposes of this Article 3.1, these shall be referred to as the "Disentangled Services") being terminated from Provider and the Subcontractors to County, or to any replacement Provider designated by County, without any interruption of or adverse impact on the Disentangled Services or any other services provided by third parties. This process shall be referred to as the Disentanglement. Provider shall fully cooperate with County and any new service Provider and otherwise promptly take all steps, including, but not limited to providing to County or any new service Provider all requested information or documentation, required to assist County in effecting a complete Disentanglement. Provider shall provide all information or documentation regarding the Disentangled Services or as otherwise needed for Disentanglement, including, but not limited to, data conversion, client files, interface specifications, training staff assuming responsibility, and related professional services. Provider shall provide for the prompt and orderly conclusion of all work required under the Agreement, as County may direct, including completion or partial completion of projects, documentation of work in process, and other measures to assure an orderly transition to County or County's designee of the Disentangled Services. All Provider work done as part of the Disentanglement shall be performed by Provider and will be reimbursed by County at no more than Provider's costs, up to the total amount of this Agreement. Provider shall not receive any additional or different compensation for the work otherwise required by the Agreement. Provider's obligation to provide the Services shall not cease until the earlier of the following: 1) the Disentanglement is satisfactory to the County, including the performance by Provider of all asset-transfers and other obligations of Provider provided in this Paragraph, has been completed to County's reasonable satisfaction or 2) twelve (12) months after the Expiration Date of the Agreement.

3.2 Disentanglement Process

The Disentanglement process shall begin on any of the following dates: (i) the date County notifies Provider that no funds or insufficient funds have been appropriated so that the Term shall be terminated pursuant to the Agreement, Article 7; (ii) the date designated by County, not earlier than sixty (60) days prior to the end of the Agreement Term or extended term, that County has not elected to extend pursuant to the Agreement's Signature Page, Agreement Term ; or (iii) the date any Termination Notice is delivered, if County elects to terminate any or all of the Services pursuant to this Agreement, Article 7. Subject to Exhibit B, Provider's obligation to perform Disentangled Services and County's obligation to pay for Disentangled Services shall expire: (A) when funds appropriated for payment under this Agreement are exhausted, as provided in this Agreement, Article 7; (B) at the end of the initial term or extended term set forth in this Agreement's Signature Page, Agreement Term; or (C) on the Termination Date, pursuant to this Agreement, Article 7 (with the applicable date on which Provider's obligation to perform the Services expires being referred to herein as the "Expiration Date"). Provider and County shall discuss in good faith a plan for determining the nature and extent of Provider's Disentanglement obligations and for the transfer of the Disentangled Services in process provided, however, that Provider's obligation under this Agreement to provide all Disentangled Services shall not be lessened in any respect.

3.3 Specific Obligations

The Disentanglement shall include the performance of the following specific obligations:

3.3.1 No Interruption or Adverse Impact

Provider shall cooperate with County and all of the County's other service Providers to ensure a smooth transition at the time of Disentanglement, with no interruption of Disentangled Services or other work required under the Agreement, no adverse impact on the provision of Disentangled Services or other work required under the Agreement or County's activities, no interruption of any services provided by third parties, and no adverse impact on the provision of services provided by third parties.

3.3.2 Third-Party Authorizations

Without limiting the obligations of Provider pursuant to any other clause in Exhibit B herein, Provider shall, subject to the terms of any third-party agreements, procure at no charge to County any third-party authorizations necessary to grant County the use and benefit of any third-party agreements between Provider and third-party contractors used to provide the Disentangled Services, pending their assignment to County. Similarly, at County's direction, Provider shall obtain all legally necessary client consents or authorizations legally to transfer client data to County or any new service Provider.

3.3.3 Transfer of Leases, Licenses, and Agreements

Provider, at its expense, shall convey or assign to County or its designee such fully-paid leases, licenses, and other agreements used by Provider, County, or any other person in connection with the Disentangled Services, as County may select, when such leases, licenses, and other agreements have no other use by Provider. Provider's obligation described herein shall include Provider's performance of all obligations under such leases, licenses, and other agreements to be performed by it with respect to periods prior to the date of conveyance or assignment and Provider shall reimburse County for any losses resulting from any claim that Provider did not perform any such obligations.

3.3.4 Delivery of Documentation

Provider shall deliver to County or its designee, at County's request, all documentation and data related to County, including, but not limited to, County Data and client files, held by Provider, and Provider shall destroy all copies thereof not turned over to County, all at no charge to County. Notwithstanding the foregoing, Provider may retain one (1) copy of the documentation and data, excluding County data, for archival purposes or warranty support.

3.4 Findings Confidential. Any reports, information, data, etc., given to or prepared or assembled by Provider under this Agreement that the County requests to be kept as confidential shall not be made available to any individual or organization by the Provider without the prior written approval of County.

3.5 Publication, Reproduction or Use of Materials. No material produced, in whole or in part, under this Agreement shall be subject to copyright in the United States or in any other country. County shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement. All reports, data and other materials prepared under this Agreement shall be the property of the County upon completion of this Agreement.

ARTICLE 7
SUSPENSION, DELAY AND TERMINATION

7.1 Termination for Default. Upon Provider's breach of this Agreement, County shall have the right to terminate this Agreement, in whole or part. Prior to termination for default, County will send Provider written notice specifying the cause. The notice will give Provider ten (10) days from the date the notice is issued to cure the default or make progress satisfactory to County in curing the default, unless a different time is given in the notice. If County determines that the default contributes to the curtailment of an essential service or poses an immediate threat to life, health or property, County may terminate this Agreement immediately upon issuing oral or written notice to the Provider without any prior notice or opportunity to cure. In the event of termination under this Article, all finished or unfinished documents and other materials prepared by Provider under this Agreement shall become the sole and exclusive property of County.

In the event of such termination, the County may purchase or obtain the supplies or services elsewhere, and Provider shall be liable for the difference between the prices set forth in the terminated order and the actual cost thereof to the County. The prevailing market price shall be considered the fair repurchase price. Notwithstanding the above, Provider shall not be relieved of liability to County for damages sustained by County by virtue of any breach of this Agreement by Provider, and County may withhold any reimbursement to Provider for the purpose of offsetting until such time as the exact amount of damages due County from Provider is determined.

If, after notice of termination of this Agreement under the provisions of this clause, it is determined for any reason that the Provider was not in default under the provisions of this clause, the rights and obligations of the parties shall, if this Agreement contains a clause providing for termination for convenience of the County, be the same as if the notice of termination had been issued pursuant to such clause.

7.2 Damages for Delay. If Provider refuses or fails to prosecute the work, or any separable part thereof, with such diligence as shall ensure its completion within the time specified in this Agreement or any extension thereof, or fails to complete said work within such time, County will be entitled to the resulting damages caused by the delay. Damages will be the cost to County incurred as a result of continuing the current level and type of service over that cost that would be incurred had the Agreement segments been completed by the time frame stipulated and any other damages suffered by County.

7.3 County Exemption from Liability. In the event there is a reduction of funds made available by County to Provider under this or subsequent agreements, County and its Departments, officers and employees shall incur no liability to Provider and shall be held harmless from any and all claims, demands, losses, damages, injuries, or liabilities arising directly or from such action.

7.4 Full Cost Recovery Of Investigation And Audit Costs. Provider shall reimburse County for all direct and indirect expenditures incurred in conducting an audit/investigation when Provider is found in violation (material breach) of the terms of the Agreement.

At the sole discretion of the County, and subject to funding source restrictions and Federal and State law, County may (1) withhold reimbursement for such costs from any amounts due to Provider pursuant to the payment terms of the Agreement, (2) withhold reimbursement for such costs from any other amounts due to Provider from County, and/or (3) require Provider to remit a check for the total amount due (or a lesser amount specified by the County) to County within thirty (30) days of request by County. Alternatively, at the County's sole discretion, County and Provider may enter into a written repayment plan for the reimbursement of the audit/investigation costs.

7.5 Termination for Convenience. County may, by written notice stating the extent and effective date, terminate this Agreement for convenience in whole or in part, at any time. County shall pay the Provider as full compensation for work performed in accordance with the terms of this Agreement until such termination:

7.5.1 The unit or pro rata price for any delivered and accepted portion of the work.

7.5.2 A reasonable amount, as costs of termination, not otherwise recoverable from other sources by the Provider as approved by County, with respect to the undelivered or unaccepted portion of the order, provided compensation hereunder shall in no event exceed the total price.

7.5.3 In no event shall County be liable for any loss of profits on the resulting order or portion thereof so terminated.

7.5.4 County's termination of this Agreement for convenience shall not preclude County from taking any action at law or in equity against Provider for:

7.5.4.1 Fraud, waste or abuse Agreement funds, or

7.5.4.2 Improperly submitted claims, or

7.5.4.3 Any failure to perform the work in accordance with the Statement of Work, or

7.5.4.4 Any breach of any term or condition of the Agreement, or

7.5.4.5 Any actions under any warranty, express or implied, or

7.5.4.6 Any claim of professional negligence, or

7.5.4.7 Any other matter arising from or related to this Agreement, whether known, knowable or unknown before, during or after the date of termination.

7.6 Suspension of Work. The County may order the Provider, in writing, to suspend, delay, or interrupt all or any part of the work under this Agreement for the period of time that the County determines appropriate for the convenience of the Government. County reserves the right to prohibit, without prior notice, Provider or Provider's employees, directors, officers, agents, subcontractors, vendors, consultants or volunteers from 1) accessing County data systems and County owned software applications, including websites, domain names, platforms, physical files, 2) treating County's patients, clients, or facility residents, or 3) providing any other services under this Agreement.

7.7 Remedies Not Exclusive. The rights and remedies of County provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law, equity, or under resulting order.

ARTICLE 8
COMPLIANCE WITH LAWS AND REGULATIONS

8.1 Compliance with Laws and Regulations. Provider shall at all times perform its obligations hereunder in compliance with all applicable federal, State, San Diego County and local laws, rules, and regulations, current and hereinafter enacted, including facility and professional licensing and/or certification laws and keep in effect any and all licenses, permits, notices and certificates as are required. Provider shall further comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health and sanitation.

8.2 Provider Permits and License. Provider certifies that it possesses and shall continue to maintain or shall cause to be obtained and maintained, at no cost to County, all approvals, permissions, permits, licenses, and other forms of documentation required for it and its employees to comply with all existing foreign or domestic statutes, ordinances, and regulations or other laws that may be applicable to performance of services hereunder. County reserves the right to reasonably request and review all such applications, permits, and licenses prior to the commencement of any services hereunder.

8.3 Equal Opportunity. Provider shall comply with the provisions of Title VII of the Civil Rights Act of 1964 in that it will not discriminate against any individual with respect to his or her compensation, terms, conditions, or privileges of employment nor shall Provider discriminate in any way that would deprive or intend to deprive any individual of employment opportunities or otherwise adversely affect his or her status as an employee because of such individual's race, color, religion, sex, national origin, age, handicap, medical condition, sexual orientation or marital status.

8.4 Affirmative Action. Each Provider of services and supplies employing fifteen (15) or more full-time permanent employees shall comply with the Affirmative Action Program for Vendors as set forth in Article IIIk (commencing at Section 84) of the San Diego County Administrative Code, which program is incorporated herein by reference. A copy of this Affirmative Action Program will be furnished by the County upon request or can be obtained from the County of San Diego Internet web-site (www.co.san-diego.ca.us).

8.5 Non Discrimination. Provider shall ensure that services and facilities are provided without regard to ethnic group identification, race, color, nation origin, creed, religion, age, sex, physical, or mental disability, political affiliation or marital status in accordance with applicable laws, including, but not limited to, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 200-d), Section 162 (a) of the Federal-Aid Highway Act of 1973 (23 U.S.C 324), Section 504 of the Rehabilitation Act of 1973, The Civil Rights Restoration Act of 1987 (P.L. 100-209), Executive Order 12898 (February 11, 1994), Executive Order 13166 (August 16, 2000), Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000-d), the Age Discrimination of 1975 (42 U.S.C. 6101), Article 9.5, Chapter 1, Part 1, Division 2, Title 2 (Section 11135, et seq.) of the California Government Code, Title 9, Chapter 4, Subchapter 6 (Section 10800, et seq.) of the CCR and California Dept. of Social Services Manual of Policies and Procedures (CDSS MPP) Division 21.

8.6 AIDS Discrimination. Provider shall not deny any person the full and equal enjoyment of, or impose less advantageous terms, or restrict the availability of the use of any County facility or participation in any County-funded or supported service or program on the grounds that such person has Human Immunodeficiency Virus (HIV) or Acquired Immune Deficiency Syndrome, (AIDS) as those terms are defined in Title 3, Division 2, Chapter 8, Section 32.803, of the San Diego County Code of Regulatory Ordinances.

8.7 American with Disabilities Act (ADA) 1990. Provider shall not discriminate against qualified people with disabilities in employment, public services, transportation, public accommodations and telecommunications services in compliance with the Americans with Disabilities Act (ADA) and California Administrative Code Title 24.

8.8 Political Activities Prohibited. None of the funds, provided directly or indirectly, under this Agreement shall be used for any political activities or to further the election or defeat of any candidate for public office. Provider shall not utilize or allow its name to be utilized in any endorsement of any candidate for elected office. Neither this Agreement nor any funds provided hereunder shall be utilized in support of any partisan political activities, or activities for or against the election of a candidate for an elected office.

8.9 Lobbying. Provider agrees to comply with the lobbying ordinances of the County of San Diego and to assure that its officers and employees comply before any appearance before the County. Except as required by this Agreement, none of the funds provided under this Agreement shall be used for publicity or propaganda purposes designed to support or defeat any legislation pending before State and federal Legislatures or the Board of Supervisors of the County, or before any other local governmental entity. This provision shall not preclude Provider from seeking necessary permits, licenses and the like necessary for it to comply with the terms of this Agreement.

8.10 Religious Activity Prohibited. There shall be no religious worship, instructions or proselytization as part of or in connection with the performance of this Agreement.

8.11 Drug and Alcohol-Free Workplace. County, in recognition of individual rights to work in a safe, healthful and productive work place, has adopted a requirement for a drug and alcohol free work place, County of San Diego Drug and Alcohol Use, Policy C-25, available on the County of San Diego website. This policy provides that all County-employed Providers and Provider employees shall assist in meeting this requirement.

8.11.1 As a material condition of this Agreement, the Provider agrees that the Provider and the Provider's employees, while performing service for County, on County property, or while using County equipment:

8.11.1.1 Shall not be in any way impaired because of being under the influence of alcohol or a drug.

8.11.1.2 Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal drug.

8.11.1.3 Shall not sell, offer, or provide alcohol or an illegal drug to another person; provided, however, that the foregoing restriction shall not be applicable to a Provider or Provider's employee who as part of the performance of normal job duties and responsibilities prescribes or administers medically prescribed drugs.

8.11.2 Provider shall inform all employees who are performing services for County on County property or using County equipment of County objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for County.

8.11.3 County may terminate for default or breach this Agreement, and any other agreement the Provider has with County, if the Provider, or Provider's employees are determined by the County not to be in compliance with the conditions listed herein.

8.12 Board of Supervisors' Policies. Provider represents that it is familiar, and shall use its best efforts to comply, with the following policies of the Board of Supervisors, available on the County of San Diego website

8.12.1 Board Policy B-67, which encourages the County's Providers to offer products made with recycled materials, reusable products, and products designed to be recycled to the County in response to the County's requirements; and

8.12.2 Board Policies B-53 and B-39a, which encourage the participation of small and disabled veterans' business enterprises in County procurements; and

8.12.3 Zero Tolerance for Fraudulent Conduct in County Services. Provider shall comply with County of San Diego Board of Supervisors Policy A-120 "Zero Tolerance for Fraudulent Conduct in County Services." There shall be "Zero Tolerance" for fraud committed by Providers in the administration of County programs and the provision of County services. Upon proven instances of fraud committed by independent contractors in connection with their performance under the Agreement, said Provider shall be subject to corrective action up to and including termination of the Agreement; and

8.12.4 Interlocking Directorate. In recognition of Board Policy A-79, available on the County of San Diego website, not-for-profit Providers shall not subcontract with related for-profit subcontractors for which an interlocking relationship exist unless specifically authorized in writing by the County; and

8.12.5 Zero Tolerance in Coaching Medi-Cal or Welfare Clients (Including Undocumented Immigrants). The County of San Diego, in recognition of its unique geographical location and the utilization of the Welfare and Medi-Cal systems by foreign nationals who are not legal residents of this county or country, has adopted a Zero Tolerance policy and shall aggressively prosecute employees and contractors who coach Medi-Cal or Welfare clients (including undocumented immigrants), to obtain services for which they are not otherwise entitled.

As a material condition of this Agreement, Provider agrees that the Provider and Provider's employees, while performing service for County, on County property or while using County equipment shall not:

(a) in any way coach, instruct, advise, or guide any Medi-Cal or Welfare clients or prospective clients who are undocumented immigrants on ways to obtain or qualify for Medi-Cal assistance, for which they are not otherwise entitled.

(b) support or provide funds to any organization engaged directly or indirectly in advising un- documented immigrants on ways to obtain or qualify for Medi-Cal assistance, for which they are not otherwise entitled.

Provider shall inform all employees that are performing service for the County on County property or using County equipment of the Zero Tolerance Policy as referenced herein. County may terminate for default this Agreement and any other agreement Provider has with County, if Provider or Provider employees are determined not to be in compliance with the conditions stated herein.

8.13 Cartwright Act. Following receipt of final payment under the Agreement, Provider assigns to County all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright act (Chapter 2) (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Provider for sale to the County under this Agreement.

8.14 Hazardous Materials. Provider shall comply with all Environmental Laws and all other laws, rules, regulations, and requirements regarding Hazardous Materials, health and safety, notices, and training. Provider agrees that it will not store any Hazardous Materials at any County facility for periods in excess of ninety (90) days or in violation of the applicable site storage limitations imposed by Environmental Law. Provider agrees to take, at its expense, all actions

necessary to protect third parties, including, without limitation, employees and agents of County, from any exposure to Hazardous Materials generated or utilized in its performance under this Agreement. Provider agrees to report to the appropriate governmental agencies all discharges, releases, and spills of Hazardous Materials that are required to be reported by any Environmental Law and to immediately notify County of it. Provider shall not be liable to County for County's failure to comply with, or violation of, any Environmental Law. As used in this section, the term "Environmental Law" means any and all federal, State or local laws or ordinances, rules, decrees, orders, regulations or court decisions (including the so-called "common law"), including, but not limited to, the Resource Conservation and Recovery Act, relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions or other similar substances or conditions. As used in this section the term "Hazardous Materials" means any chemical, compound, material, substance or other matter that: (a) is a flammable, explosive, asbestos, radioactive nuclear medicine, vaccine, bacteria, virus, hazardous waste, toxic, overtly injurious or potentially injurious material, whether injurious or potentially injurious by itself or in combination with other materials; (b) is controlled, referred to, designated in or governed by any Environmental Laws; (c) gives rise to any reporting, notice or publication requirements under any Environmental Laws, or (d) is any other material or substance giving rise to any liability, responsibility or duty upon County or Provider with respect to any third person under any Environmental Laws.

8.15 Clean Air Act and Federal Water Pollution Control Act.

8.15.1 Provider agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Provider agrees to report each violation to the USDA and the appropriate EPA Regional Office.

8.15.2 Provider agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251 et seq.). Provider agrees to report each violation to the USDA and the appropriate EPA Regional Office.

8.16 Debarment, Exclusion, Suspension, and Ineligibility.

8.16.1 Provider certifies that, except as disclosed to County and acknowledged in writing by County prior to the execution of this Agreement, Provider, its employees, directors, officers, agents, subcontractors, vendors, consultants, and volunteers:

8.16.1.1 Are not presently debarred, excluded, suspended, declared ineligible, voluntarily excluded, or proposed for debarment, exclusion, suspension or ineligibility by any federal, state, or local department or agency; and

8.16.1.2 Have not within a 3-year period preceding this Agreement been convicted of, or had a civil or administrative judgment rendered against them for, the commission of fraud or a criminal offense or civil action in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction; violation of federal or State anti-trust statutes or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property, physical, financial or sexual abuse or misconduct with a patient or client, or medical negligence or malpractice;

8.16.1.3 Are not presently indicted or otherwise criminally, civilly or administratively charged by a government entity (federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and

8.16.1.4 Have not within a 3-year period preceding this Agreement had one or more public transaction (Federal, State, or local) terminated for cause or default.

8.16.2 Provider shall have an ongoing duty during the term of this Agreement to disclose to the County any occurrence that would prevent Provider from making the certifications contained in this Section 8.16 on an ongoing basis. Such disclosure shall be made in writing to the County and the County Office of Ethics and Compliance within five (5) business days of when Provider discovers or reasonably believes there is a likelihood of such occurrence.

8.16.3 Provider invoices shall include the following language:

I certify that the above deliverables and/or services were delivered and/or performed specifically for this Agreement in accordance with the terms and conditions set forth herein.

I further certify, under penalty of perjury under the laws of the State of California, that no employee or entity providing services under the terms and conditions of this Agreement is currently listed as debarred, excluded, suspended, or ineligible on the Federal System for Award Management (SAM: http://SAM.gov), the Federal Health and Human Services Office of Inspector General List of Excluded Individuals/Entities (LEIE: http://exclusions.oig.hhs.gov), or the State of California Medi-Cal Suspended and Ineligible list (www.medi-cal.ca.gov).

8.17 Display of Fraud Hotline Poster(s). As a material term and condition of this Agreement, Provider shall:

8.17.1 Prominently display in common work areas within all business segments performing work under this Agreement County of San Diego Office of Ethics and Compliance Ethics Hotline posters;

8.17.2 Posters may be downloaded from the County Office of Ethics and Compliance website at: http://www.sandiegocounty.gov/content/sdc/cao/oec.html. Additionally, if Provider maintains a company website as a method of providing information to employees, the Provider shall display an electronic version of the poster(s) at the website;

8.17.3 If Provider has implemented a business ethics and conduct awareness program, including a reporting mechanism, the Provider need not display the County poster;

8.17.4 In the event Provider subcontracts any of the work performed under this Agreement, Provider include this clause in the subcontract(s) and shall take appropriate steps to ensure compliance by the subcontractor (s).

8.18 False Claims Act Training. Provider shall, not less than annually, provide training on the Federal False Claims Act (31 USC 3729-3730) and State False Claims Act (California Government Code 12650-12653) to all employees, directors, officers, agents, subcontractors, consultants or volunteers providing services under this Agreement. Provider shall maintain verification of this training. Provider shall retain these forms, or an electronic version, in accordance with the Agreement requirement for retention of records. For the purposes of this section, "Subcontractor " shall include any entity, other than County, that furnishes to Provider services or supplies relevant to this Agreement other than standard commercial supplies, office space, and printing services.

8.19 Code of Ethics. As a material term and condition of this Agreement, Provider shall develop and implement a Code of Ethics or similar document and maintain it during the term of this Agreement. Additionally, Provider shall train all employees and volunteers on the Code of Ethics, and all employees, volunteers, directors, officers, and agents shall certify that they have received training and have been provided an opportunity to ask questions of their employer regarding the Code of Ethics. Provider shall retain these certifications in accordance with the Agreement's provision regarding retention of records. Provider shall pass this requirement down to its subcontractors in its entirety. For purposes of this section, "Subcontractor " shall mean any entity, other than the County, that furnishes to Provider services or supplies relevant to this Agreement other than standard commercial supplies, office space, and printing services.

8.20 Compliance Program. Providers with an agreement that exceeds more than $250,000 in value annually shall establish, and maintain for the duration of this Agreement, a compliance program that meets the standards of Federal Sentencing Guidelines section 8B2.1 and 42 CFR 438.608 (b)(1) – (b) (7) regardless of funding source or services.

8.21 Investigations. Unless prohibited by an investigating government authority, Provider shall cooperate and participate fully in any investigation initiated by the County relative to this Agreement. Upon County's request, Provider shall promptly provide to County any and all documents, including any and all communications or information stored digitally, and make available for interviews any employee(s) of Provider identified by County. Provider further agrees to immediately notify County if any employee, director, officer, agent, subcontractor, vendor, consultant or volunteer of Provider comes under investigation by any federal, State or local government entity with law enforcement or oversight authority over the Agreement or its funding for conduct arising out of, or related to, performance under this Agreement.

Provider shall promptly make available to County all internal investigative results, findings, conclusions, recommendations and corrective action plans pertaining to the investigation in its possession as requested by the County, unless otherwise protected by applicable law or privilege.

ARTICLE 9
CONFLICTS OF INTEREST; PROVIDER'S CONDUCT

9.1 Conflicts of Interest. Provider presently has no interest, including but not limited to other projects or independent agreements, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Provider shall not employ any person having any such interest in the performance of this Agreement. Provider shall not hire County's employees to perform any portion of the work or services provided for herein including secretarial, clerical and similar incidental services except upon the written approval of County. Without such written approval, performance of services under this Agreement by associates or employees of County shall not relieve Provider from any responsibility under this Agreement.

9.1.1 California Political Reform Act and Government Code Section 1090 Et Seq. Provider acknowledges that the California Political Reform Act ("Act"), Government Code section 81000 et seq., provides that contractors hired by a public agency, such as County, may be deemed to be a "public official" subject to the Act if the Provider advises the agency on decisions or actions to be taken by the agency. The Act requires such public officials to disqualify themselves from participating in any way in such decisions if they have any one of several specified "conflicts of interest" relating to the decision. To the extent the Act applies to Provider, Provider shall abide by the Act. In addition, Provider acknowledges and shall abide by the conflict of interest restrictions imposed on public officials by Government Code section 1090 et seq.

9.2 Conduct of Provider.

9.2.1 Provider shall inform County of all Provider's interests, if any, that are, or that Provider believes to be incompatible with any interests of County.

9.2.2 Provider shall not, under circumstances that might reasonably be interpreted as an attempt to influence the recipient in the conduct of his duties, accept any gratuity or special favor from individuals or organizations with whom the Provider is doing business or proposing to do business, in accomplishing the work under this Agreement.

9.2.3 Provider shall not use for personal gain or make other improper use of confidential information, which is acquired in connection with his employment. In this connection, the term "confidential information" includes, but is not limited to, unpublished information relating to technological and scientific development; medical, personnel, or security records of the individuals; anticipated materials requirements or pricing actions; and knowledge of selections of contractors or subcontractors in advance of official announcement.

9.2.4 Provider, its employees, directors, officers, agents, subcontractors, vendors, consultants, and volunteers shall not offer, directly or indirectly any unlawful gift, gratuity, favor, entertainment, or other item(s) of monetary value to an employee or official of the County.

9.2.5 Referrals. Provider further covenants that no referrals of clients through Provider's intake or referral process shall be made to the private practice of any person(s) employed by Provider.

9.3 Prohibited Agreements. As required by Section 67 of the San Diego County Administrative Code, Provider certifies that it is not in violation of the provisions of Section 67, and that Provider is not, and will not subcontract with, any of the following:

9.3.1. Persons employed by Commission, County or of public agencies for which the Board of Supervisors or County is the governing body;

9.3.2 Profit-making firms or businesses in which employees described in sub-section 9.3.1, above, serve as officers, principals, partners, or major shareholders;

9.3.3 Persons who, within the immediately preceding twelve (12) months came within the provisions of the above sub-sections and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the Agreement, or (2) participated in any way in developing the Agreement or its service specifications; and

9.3.4 Profit-making firms or businesses in which the former employees described in sub-section 9.3.3 above, serve as officers, principals, partners, or major shareholders.

9.4 Limitation of Future Agreements or Grants. It is agreed by the parties to the Agreement that Provider shall be restricted in its future contracting with County to the manner described below. Except as specifically provided in this clause, Provider shall be free to compete for business on an equal basis with other companies.

9.4.1 If Provider, under the terms of the Agreement, or through the performance of tasks pursuant to this Agreement, is required to develop specifications or statements of work and such specifications or statements of work are to be incorporated into a solicitation, Provider shall be ineligible to perform the work described within that solicitation as a prime or subcontractor under an ensuing County agreement. It is further agreed, however, that County will not, as additional work, unilaterally require Provider to prepare such specifications or statements of work under this Agreement.

9.4.2 Provider may not apply for nor accept additional payments for the same services contained in the Statement of Work.

ARTICLE 10
INDEMNITY AND INSURANCE

10.1 Indemnity. Neither Commission nor County shall not be liable for, and Provider shall defend and indemnify Commission and County and their employees and agents (collectively "Commission Parties"), against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), related to this Agreement or the work covered by this Agreement and arising either directly or indirectly from any act, error, omission or negligence of Provider or its contractors, licensees, agents, servants or employees, including, without limitation, Claims caused by the sole passive negligent act or the concurrent negligent act, error or omission, whether active or passive, of Commission Parties. Provider shall have no obligation, however, to defend or indemnify Commission Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of Commission Parties.

10.2 Insurance. Prior to execution of this Agreement, Provider must obtain at its own cost and expense, and keep in force and effect during the Agreement Term, including all extensions, the insurance specified on page 4 of this Agreement.

ARTICLE 11
AUDIT AND INSPECTION OF RECORDS

The County shall have the audit and inspection rights described in this section.

11.1 Audit and Inspection. Provider agrees to maintain and/or make available within San Diego County accurate books and accounting records relative to all its activities under this Agreement. Authorized federal, State, San Diego County representatives shall have the right to monitor, assess, or evaluate Provider's performance pursuant to this Agreement, said monitoring, assessments, or evaluations to include but not be limited to audits, inspection of premises, reports, and interviews of project staff and participants. Provider assertions of confidentiality shall not be a bar to full access to the records.

At any time during normal business hours and as often as County may deem necessary, Provider shall make available to County, State or federal officials for examination all of its records with respect to all matters covered by this Agreement and will permit County, State or federal officials to audit, examine and make excerpts or transcripts from such records, and to make audits of all invoices, materials, payrolls, records of personnel, information regarding clients receiving services, and other data relating to all matters covered by this Agreement. If an audit is conducted, it will be done in accordance with generally accepted government auditing standards as described in "Government Auditing Standards," published for the United States General Accountability Office or the institute of Internal Auditors International Standards for the Professional Practice of Internal Auditing.

If any services performed hereunder are not in conformity with the specifications and requirements of this Agreement, County shall have the right to require the Provider to perform the services in conformity with said specifications and requirements at no additional increase in total Agreement amount. When the services to be performed are of such nature that the difference cannot be corrected, County shall have the right to (1) require Provider to immediately take all necessary steps to ensure future performance of the services in conformity with requirements of the Agreement, and (2) reduce the Agreement price to reflect the reduced value of the services performed. In the event Provider fails to perform the services promptly or to take necessary steps to ensure future performance of the service in conformity with the specifications and requirements of the Agreement, County shall have the right to either (1) by agreement or to otherwise have the services performed in conformity with the Agreement specifications and charge to Provider any cost occasioned to County that is directly related to the performance of such services, or (2) terminate this Agreement for default as provided in the Termination clause.

11.2 External Audits. Providers will provide the following to the County Program Business Specialist:

11.2.1 Provider shall provide County Program Business Specialist a copy of all notifications of audits or pending audits by federal or State representatives regarding contracted services identified in this Agreement no later than three (3) business days of Provider receiving notice of the audit.

11.2.2 Provider shall provide County Program Business Specialist with a copy of the draft and final State or federal audit reports within twenty-four (24) hours of receiving them. (Health and Human Services Agency (HHSA) Providers shall also provide electronic copies to Agency Contract Support (ACS) at ACS.HHSA@sdcounty.ca.gov).

11.2.3 Provider shall provide County Program Business Specialist a copy of the Provider's response to the draft and final State or federal audit reports at the same time as response provided to the State or federal representatives.

11.2.4 Unless prohibited by the government agency conduction the audit, Provider shall provide County Program Business Specialist a copy of all responses made by the federal or State audit representative to the Provider's audit response no later than three (3) business days of receiving it. This will continue until the federal or State auditors have accepted and closed the audit.

11.3 Cost or Pricing Data. If the Provider submitted cost or pricing data in connection with the pricing of this Agreement or any change or modification thereto, unless such pricing was based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the general public, or prices set by law or regulation, the County or his representatives who are employees of the County or its agent shall have the right to examine all books, records, documents and other data of the Provider related to the negotiation pricing or performance of such Agreement, change or modification, for the purpose of evaluating the accuracy, completeness and currency of the cost or pricing data submitted.

11.4 Availability. The materials described above shall be made available at the office of the Provider, at all reasonable times, for inspection, audit or reproduction, until the expiration of seven (7) years from the date of final payment under this Agreement, or as provided in sections 11.4.1 and 11.4.2, below:

11.4.1 If this Agreement is completely or partially terminated, the records relating to the work terminated shall be made available for a period of seven (7) years from the date of any resulting final settlement.

11.4.2 Record that relate to appeals under the "Disputes" clause of this Agreement, or litigation or the settlement of claims arising out of the performance of this Agreement, shall be made available until such appeals, litigation, or claims have been disposed of, or seven (7) years after Agreement completion, whichever is longer. County shall keep the materials described above confidential unless otherwise required by law.

11.5 Subcontract. The Provider shall insert a clause containing all the provisions of this Article 11 in all subcontracts hereunder except altered as necessary for proper identification of the contracting parties and the contracting officer.

ARTICLE 12
INSPECTION OF SERVICE

12.1 Subject to Inspection. All performance (including services, materials, supplies and equipment furnished or utilized in the performance of this Agreement, and workmanship in the performance of services) shall be subject to inspection and test by County at all times during the Agreement Term. Provider shall cooperate with any inspector assigned by County to permit the inspector to determine whether Provider's performance conforms to the requirements of this Agreement. County shall perform such inspection in a manner as not to unduly interfere with Provider's performance.

12.2 Specification and Requirements. If any services performed by Provider do not conform to the specifications and requirements of this Agreement, County may require Provider to re-perform the services until they conform to said specifications and requirements, at no additional cost to County, and County may withhold payment for such services until Provider correctly performs them. When the services to be performed are of such a nature that Provider's cannot correct its performance, County shall have the right to (1) require the Provider to immediately take all necessary steps to ensure future performance of services conforms to the requirements of this Agreement, and (2) reduce the Agreement price to reflect the reduced value of the services received by County. In the event Provider fails to promptly re-perform the services or to take necessary steps to ensure that future performance of the service conforms to the specifications and requirements of this Agreement, County shall have the right to either (1) without terminating this Agreement, have the services performed, by agreement or otherwise, in conformance with the specifications of this Agreement, and charge Provider, and/or withhold from payments due to Provider, any costs incurred by County that are directly related to the performance of such services, or (2) terminate this Agreement for default.

ARTICLE 13
USE OF DOCUMENTS AND REPORTS

13.1 Findings Confidential. Any reports, information, data, etc., given to or prepared or assembled by Provider under this Agreement that County requests to be kept as confidential shall not be made available to any individual or organization by the Provider without the prior written approval of County.

13.2 Ownership, Publication, Reproduction and Use of Material. All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other material or properties produced under this Agreement shall be the sole and exclusive property of County. No such materials or properties produced in whole or in part under this Agreement shall be subject to private use, copyright or patent right by Provider in the United States or in any other country without the express written consent of County. County shall have unrestricted authority to publish, disclose, distribute and otherwise use, copyright or patent, in whole or in part, any such reports, studies, data, statistics, forms or other materials or properties produced under this Agreement.

13.3 Confidentiality. Provider agrees to maintain the confidentiality of and take industry appropriate and legally required measures to prevent the unlawful disclosure of any information that is legally required to be kept confidential. Except as otherwise allowed by local, State or federal law or regulation and pursuant to this Section 13.3, Provider agrees to only disclose confidential records where the holder of the privilege, whether the County, or a third party, provides written permission authorizing the disclosure.

13.4 Public Records Act. The California Public Records Act ("CPRA") requires County to disclose "public records" in its actual or constructive possession unless a statutory exemption applies. This generally includes contracts and related documents. If County receives a CPRA request for records relating to the Agreement, County may, at its sole discretion, either determine its response to the request without notifying Provider or notify Provider of the request. If County determines its response to the request without notifying Provider, Provider shall hold County harmless for such determination. If County notifies Provider of the request, Provider may request that County withhold or redact records, responsive to the request by submitting to County a written request within five (5) business days after receipt of the County's notice. Provider's request must identify specific records to be withheld or redacted and applicable exemptions. Upon timely receipt of Provider's request, County will review the request and at its sole discretion withhold and/or redact the records identified by Provider. Provider shall hold County harmless for County's decision whether to withhold and/or redact pursuant to Provider's written request. Provider further agrees that its defense and indemnification obligations set forth in Section 10.1 of this Agreement extend to any Claim (as defined in Section 10.1) against the County Parties (as defined in Section 10.1) arising out of County's withholding and/or redacting of records pursuant to Provider's request. Nothing in this section shall preclude Provider from bringing a "reverse CPRA action" to prevent disclosure of records. Nothing in this section shall prevent the County or its agents or any other governmental entity from accessing any records for the purpose of audits or program reviews if that access is legally permissible under the applicable local, State or federal laws or regulations. Similarly, County or its agent or designee may take possession of the record(s) where legally authorized to do so.

13.5 Maintenance of Records. Provider shall maintain all records relating to its performance under this Agreement, including all records of costs charged to this Agreement, and shall make them available within San Diego County for a minimum of five (5) years from the ending date of this Agreement, or longer where required by funding source or while under dispute under the terms of this Agreement, unless County agrees in writing to an earlier disposition. Provider shall provide any requested records to County within two (2) business days of request.

13.6 Custody of Records. County, at its option, may take custody of Provider's client records upon Agreement, termination, expiration, or at such other time as County may deem necessary. County agrees that such custody will conform to applicable confidentiality provisions of State and federal law. Said records shall be kept by County in an accessible location within San Diego County and shall be available to Provider for examination and inspection.

13.7 Audit Requirement.

a) Provider shall annually engage a Licensed Certified Public Accountant licensed to perform audits and attests in the State of California to conduct an annual audit of its operations. Providers that expend $750,000 or more of federal grant funds per year shall also have an audit conducted in compliance with Government Auditing Standards, which includes Single Audit Act Amendments and the Compliance Supplement (2 CFR part 200 App. XI). Providers that are commercial organizations (for-profit) are required to have a non-federal audit if, during its fiscal year, it expended a total of $750,000 or more under one or more HHS awards. 45 CFR part 74.26(d) incorporates the threshold and deadlines of the Compliance Supplement but provides for-profit organizations two options regarding the type of audit that will satisfy the audit requirements. Provider shall include a clause in any agreement entered into with an audit firm, or notify the audit firm in writing prior to the audit firm commencing its work for Provider, that the audit firm shall, pursuant to 31 U.S.C. 7503, and to the extent otherwise required by law, provide access by the federal government or other legally required entity to the independent auditor's working papers that were part of the independent auditor's audit of Provider. Provider shall submit two (2) copies of the annual audit report, the audit performed in accordance with the Compliance Supplement, and the management letter to the County fifteen (15) days after receipt from the independent Certified Public Accountant but no later than nine (9) months after the Provider's fiscal year end.

b) Provider shall immediately notify County Program Business Specialist upon learning that Provider's independent Certified Public Accountant may or will issue a disclaimer of opinion due to substantial doubt of Provider's ability to continue as a going concern.

13.8 Reports. Provider shall submit reports required in Exhibit "B" and additional reports as may be requested by the County and agreed to by the Provider. Format for the content of such reports may be developed by County. The timely submission of these reports is a necessary and material provision of this Agreement, and Provider agrees that failure to meet specified deadlines will be sufficient cause to withhold payment. Provider shall submit to County within thirty (30) days of the termination of this Agreement a report detailing all work done pursuant to this Agreement by Provider.

13.9 Evaluation Requirements. Provider shall participate as requested by the County in program evaluation activities and/or research studies designed to show the effectiveness and/or efficiency of Provider services and to demonstrate the impact of County projects. Provider shall work with and coordinate program evaluation with County staff so that Provider's data collection and reports will be in compliance with local and State reporting requirements. Provider shall collect and report data, using the tools and protocols identified by the County. Provider shall cooperate with County staff in the development of an evaluation framework and implementation plan that supports the County's Strategic Plan and its overall goals. Provider shall abide by all evaluation expectations and requirements as noted elsewhere in this Agreement, as well as in any County administrative documents relating specifically to evaluation.

13.9.1 Data System. Provider shall input the program, financial and outcome data specified by the County into its Contract Management and Evaluation Data System (CMEDS) at the intervals identified in this Agreement, but in no event less often than quarterly. Provider shall comply with any County administrative documents which includes CMEDS requirements and First 5 Commission of San Diego: Evaluation Roles and Responsibilities.

13.9.2 Reporting Schedule. Provider shall submit complete and accurate data and reports within thirty (30) days after the end of each reporting period, in accordance with the schedule outlined in this Agreement. End of the year reports shall be submitted no later than thirty (30) days after the end of the fiscal year. County may withhold payment if said data and reports are not received within forty-five (45) days following the end of the reporting period.

13.9.3 Privacy Notice. Provider shall provide clients with a Notice of Privacy Practices form in accordance with the process and per the requirements defined by the County for this Project noted in the Statement of Work as appropriate.

13.9.4 Confidentiality. Provider and County shall maintain the confidentiality of all records, including any hard copies, and/or electronic or computer based data, and/or audio and/or video recording. Records shall be handled and maintained in accordance with all applicable State and federal statutes and regulations relating to privacy and confidentiality, as well as with the County policies and Section 13.3.

ARTICLE 14
PRIVACY STATEMENT

Provider shall comply will all applicable laws pertaining to privacy and security of Protected Information and shall maintain the confidentiality

ARTICLE 16
GENERAL PROVISIONS

16.1 Assignment and Subcontracting. Provider shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of County, County's consent shall not be unreasonably withheld. The Provider shall make no agreement with any party for furnishing any of the work or services herein contained without the prior written consent of the County.

16.2 Entire Agreement. This Agreement, together with all Exhibits attached hereto and other agreements expressly referred to herein, constitute the entire agreement between the parties with respect to the subject matter contained herein. All prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, including any proposals from Provider and requests for proposals from County, are superseded.

16.3 Sections and Exhibits. All sections and exhibits referred to herein are attached hereto and incorporated by reference.

16.4 Further Assurances. Parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this Agreement and the intentions of the parties.

16.5 Governing Law. This Agreement shall be governed, interpreted, construed and enforced in accordance with the laws of the State of California.

16.6 Headings. The Article captions, Clause and Section headings used in this Agreement are inserted for convenience of reference only and are not intended to define, limit or affect the construction or interpretation of any term or provision hereof.

16.7 Modification Waiver. No modification, waiver, amendment or discharge of this Agreement shall be valid unless the same is in writing and signed by both parties.

16.8 Neither Party Considered Drafter. Despite the possibility that one party may have prepared the initial draft of this Agreement or played the greater role in the physical preparation of subsequent drafts, neither party shall be deemed the drafter of this Agreement and that, in construing this Agreement in case of any claim that any provision hereof may be ambiguous, no such provision shall be construed in favor of one party on the ground that such provision was drafted by the other.

16.9 No Other Inducement. The making, execution and delivery of this Agreement by the parties hereto has been induced by no representations, statements, warranties or agreements other than those expressed herein.

16.10 Notices. Notice to either party shall be in writing and personally delivered; sent by certified mail, postage prepaid, return receipt requested; or emailed to the County's or Provider's designated representative (or such party's authorized representative). Any such notice shall be deemed received by the party (or such party's authorized representative) on the earliest of the date of personal delivery, three (3) business days after deposit in the U.S. Mail, or upon sending of an email from which an acknowledgement of receipt has been received other than an out of office, unavailable, or undeliverable reply.

16.11 Severability. If any term, provision, covenant or condition of this Agreement is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term, provision, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

16.12 Successors. Subject to the limitations on assignment set forth in Clause 16.1 above, all terms of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective heirs, legal representatives, successors, and assigns.

16.13 Time. Time is of the essence for each provision of this Agreement.

16.14 Time Period Computation. All periods of time referred to in this Agreement shall be calendar days unless the period of time specifies business days. Calendar days shall include all days of the week, including holidays. Business days shall be Monday through Friday, excluding County observed holidays.

16.15 Waiver. The waiver by one party of the performance of any term, provision, covenant or condition shall not invalidate this Agreement, nor shall it be considered as a waiver by such party of any other term, provision, covenant or condition. Delay by any party in pursuing any remedy or in insisting upon full performance for any breach or failure of any term, provision, covenant or condition shall not prevent such party from later pursuing remedies or insisting upon full performance for the same or any similar breach or failure.

16.16 Third Party Beneficiaries Excluded. This Agreement is intended solely for the benefit of the County and its Provider. Any benefit to any third party is incidental and does not confer on any third party to this Agreement any rights whatsoever regarding the performance of this Agreement. Any attempt to enforce provisions of this Agreement by third parties is specifically prohibited.

16.17 Publicity Announcements and Materials. All public announcements, including those issued on Provider letterhead, and materials distributed to the community shall identify County and First 5 Commission of San Diego County as the funding source for contracted programs identified in this Agreement. All publicity materials shall comply with the standards provided in the Commission's Public Outreach Program Graphics Reproductions Standards. Copies of publicity materials related to contracted programs identified in this Agreement shall be submitted to and approved by Commission's Community Engagement Section for approval before publication or release. Provider shall advise County at least 48 hours in advance of all locally generated press releases and media events regarding contracted programs identified in this Agreement.

16.18 Critical Incidents. Provider shall have written plans or protocols and provide employee training for handling critical incidents involving: external or internal instances of violence or threats of violence directed toward staff or clients; loss, theft, or unlawful accessing of confidential client, patient, or facility resident Personal Information (PI). Personally Identifiable Information (PII) and/or Personal Health Information (PHI); fraud, waste and/or abuse of agreement funds; unethical conduct; or violation of any portion of San Diego County Board of Supervisors Policy C-25 "Drug & Alcohol Use" while performing under this Agreement. Provider shall report all such incidents to the County within one business day of their occurrence. However, if this Agreement includes Article 14, Provider must adhere to the timelines and processes contained in Article 14.

16.19 Responsiveness to Community Concerns. Unless prohibited by applicable State of federal law, Provider shall notify County within one business day of receipt of any material complaints including, but not limited to, complaints referring to issues of abuse or quality of care, submitted to Provider orally or in writing, regarding the operation of Provider's services or facility under this Agreement. Provider shall take appropriate steps to acknowledge receipt of said complaint(s) from individuals or organizations. Provider shall take appropriate steps to utilize appropriate forums to address or resolve any such complaints received. Nothing in this provision shall be interpreted to preclude Provider from engaging in any legally authorized use of its facility, property or business as approved, permitted or licensed by the applicable authority.

16.20 Criminal Background Check Requirements. Provider shall ensure that criminal background checks are required and completed prior to employment or placement of any employee, director, officer, agent, subcontractor, consultant or volunteer in compliance with any licensing, certification, funding, or Agreement requirements, including the Statement of Work, which may be higher than the minimum standards described herein. At a minimum, background checks shall be in compliance with Board of Supervisors Policy C-28, available on the County of San Diego website, and are required for any individuals identified above who will be providing services under this Agreement or who will be assigned to sensitive positions funded by this Agreement. Sensitive positions are those that: (1) physically supervise minors or vulnerable adults; (2) have unsupervised physical contact with minors or vulnerable adults; and/or (3) have a fiduciary responsibility to any County client, or direct access to, or control over, bank accounts or accounts with financial institutions of any client. If this Agreement includes Article 14, Provider must also adhere to requirements contained in Article 14.

Provider shall have a documented process for reviewing the information and determine if criminal history demonstrates behavior that could create an increased risk of harm to clients. Provider shall document review of criminal background findings and consideration of criminal history in the selection of such persons listed above in this section.

16.20.1 Provider shall utilize a subsequent arrest notification service during the term of this Agreement for any individual required to undergo the Criminal Background Check process described in 16.20.

16.20.2 Provider shall keep the documentation of their review and consideration of the individual's criminal history on file in accordance with paragraph 13.5 "Maintenance of Records."

16.20.3 Definitions

A. Activities of Daily Living: The basic tasks of everyday life, such as eating, bathing, dressing, toileting, and transferring.

B. Minor: Individuals under the age of eighteen (18) years old.

C. Sensitive Position: A job with responsibilities that can be criminally abused at great harm to the Agreement or the clients served. All positions that (1) physically supervise minors or vulnerable adults, (2) have unsupervised physical contact with minors or vulnerable adults, or (3) have fiduciary responsibility to a County client or direct access to, or control over client bank accounts, or serve in a financial capacity to the County client.

D. Vulnerable Adult: (1) Individuals age eighteen (18) years or older, who require assistance with activities of daily living and who may be put at risk of abuse during service provision; (2) Individuals age eighteen (18) years or older who have a permanent or temporary limited physical and/or mental capacity which may put them at risk of abuse during service provision because it renders them unable to make decisions for

themselves, unable to physically defend themselves, or unaware of physical abuse or other harm that could be perpetrated against them.

E. Volunteer: A person who performs a service willingly and without pay.

16.21 Notification of Key Personnel Changes. Provider shall notify the County in writing within 72 hours of a change of key personnel funded under this Agreement. Key personnel include personnel who provide direct services, management oversight, or any combination of these duties. Provider shall also notify County in writing within 72 hours of when a subcontractor is changed. Upon reasonable cause, County shall have the right to reject any change in key personnel or a new subcontractor (direct services or management staff), funded under this Agreement.

16.22 Coordinated Services.

16.22.1 Provider shall coordinate services with other County funded programs and initiatives.

16.22.2 Providers providing direct services to the public shall ask if the client and any minor(s) for whom they are responsible have health insurance coverage. If the response is "no" for client or minor(s), the Provider shall refer the client to covered California at https://www.coveredca.com or call 1-800-300-1506.

16.23 Equipment Retention. Provider shall be entitled to retain ownership of any equipment or computers identified in the approved budget at the end of the Agreement Term under the condition that the equipment will continue to be used to serve children ages 0 – 5 and their families. Equipment must be in the budget and meet the definition of minor equipment – less than $5,000 for a single item.

16.24 Survival. The following sections or articles of this Agreement shall survive the expiration or earlier termination of the Agreement: Sections 8.1, 8.13, 8.14, 8.16, 8.21, 10.1, 11.1, and 11.4, and articles 7 and 13.

San Diego County Superintendent of Schools
Agreement with San Ysidro School District
For Quality Preschool Initiative Services
Exhibit "C": First 5 Commission Mandatory Article Flow-Down Language
Attachment 1: Certification of Completion of Annual Trainings

I Lorena Varela-Reed (full legal name)

Title Director of Child Development

Declare under penalty of perjury that the below statements are true and correct and I am aware that if I present any material matter as true which I know to be false, I may be subjected to penalties prescribed for perjury under the Penal Code of the State of California.

☒ Provided annual training on the Federal False Claims Act (31 USC 3729-3730) and State False Claims Act (California Government Code 12650-12653) to all employees, directors, officers, agents, subcontractors, consultants or volunteers providing services under this agreement. Provider shall retain verification of completed training for all personnel during the term of this agreement.

Recommended training is available at:

https://www.sandiegocounty.gov/content/dam/sdc/hhsa/programs/sd/compliance/false_claims_act_hhsa.pdf

☐ Developed and implemented a Code of Ethics and trained all employees, directors, officers, agents, subcontractors, consultants or volunteers providing services under this agreement. Provider shall retain verification of completed training for all personnel during the term of this agreement.

Executed at San Diego County, California, this 11 day of July, 2019.

_____
(Signature)

San Diego County Superintendent of Schools
Agreement with San Ysidro School District
For Quality Preschool Initiative Services
Exhibit "D": Pinwheel Use
Attachment 1: Pinwheel Limited Use Agreement

I acknowledge that SDCOE will accept no liability if my Agency uses Pinwheel data fields that do not pertain to this Agreement as the required data fields necessary to meet Quality Preschool Initiative reporting requirements, as specified in Exhibit B: Provider Scope of Work and Exhibit B, Attachment 1: 2019-20 QPI Data Reporting Requirements.

I acknowledge that QPI funds are used to provide access to the Agency for the use of Pinwheel, and this access is limited only to the QPI required data fields. The Agency will accept all liability if other data fields are used.

_____
Signature

Gina A. Potter, Ed.D. Superintendent
Print Name & Title

July 11, 2019
Date

San Diego County Superintendent of Schools
Agreement with San Ysidro School District
For Quality Preschool Initiative Services
Exhibit "D": Pinwheel Use
Attachment 2: Documentation of Pinwheel Compliance with AB1584

This packet should be reviewed and maintained by the subcontracting agency.

Early Quality Systems has provided this information packet as proof of compliance with California AB 1584 to San Diego County Office of Education with regard to data use and storage in Pinwheel.

Early Quality Systems
End of Contract data transfer process

Early Quality Systems provides extensive data export capabilities allowing the export of all Pinwheel data to its customer at any time. This process may be executed at the end of contract period or at any time desired.

Contract data may downloaded by following these steps

- Customer should first ensure that browser downloads of Pinwheel data go to a secure download environment at SDCOE
    - all Pinwheel downloads are done via SSL
    - browser should be set to download on a secure/encrypted drive
- Download all data by following these steps
    - In Pinwheel Log on as admin user
    - from main menu go to exports page
    - for each data item select item type (radio button) and then select export
    - each export file will be downloaded as an excel file
- Alternatively
    - log on as statistical analysis user
    - create workspace
    - select all data files in Pinwheel
    - download all Pinwheel files using links on Statistical Analysis Data Files
    - each export file will be downloaded as a CSV file

Early Quality Systems
FERPA Policy

The Family Educational Rights and Privacy Act, known as FERPA, protects the privacy interests of students in their education records. It controls the disclosure of a student's personally identifiable information from education records without the consent of the parent or eligible student. As part of Early Quality Systems, LLC. (EQS) Student Information System and Program Management System, agencies, and funders enter personally identifiable information about their infant, toddler, and preschool students into the Pinwheel website (Pinwheel).

EQS, through Pinwheel, supplies capabilities for the agencies and funders to use the personally identifiable information in the context of a Student Information System and Program Management System. EQS has no direct use of the personally identifiable information. The agreements between the funder and EQS meet the requirements for the consent requirement for the release of student records.

- EQS agrees to only use the personally identifiable student information supplied by the agencies and funder for the specified purposes and to return or delete the personally identifiable information when the funder is no longer under contract with the EQS; in this way, the data owner retains control over its data as required under FERPA.
- As required under FERPA, notation is made on the student's record that their data is shared with the agency they are enrolled in and the funder; individual students have a right to request the identity of any organization with which their enrollment information was shared.
- The EQS does not data-mine or commercialize information held for agencies or the funder and it does not collect any information directly from students or their parents.

Early Quality Systems
HIPAA Compliance

Ensuring that our customers' data is safe, secure and always available to them is one of our top priorities. For customers who are subject to the requirements of the Health Insurance Portability and Accountability Act (HIPAA), Early Quality Systems (EQS) web-based applications (Apps) support HIPAA compliance.

Under HIPAA, certain information about a person's health or health care services is classified as Protected Health Information (PHI). EQS customers who are subject to HIPAA and wish to use EQS Apps with PHI should execute an Agreement with EQS indicating this requirement.

Administrators for EQS Apps can request an Agreement before using EQS services with PHI.

EQS customers are responsible for determining whether they are subject to HIPAA requirements and whether they use or intend to use EQS services in connection with PHI. Customers who have not entered into an Agreement with EQS should not use EQS services in connection with PHI.

EQS complies with HIPAA security requirements; Please note that EQS is not a *Covered Entity* such as:

- a health care provider that conducts certain transactions in electronic form.
- a health care clearinghouse.
- a **health** plan.

EQS employs the following physical and technical safeguards:

- **Physical safeguards** include limited facility access and control, with authorized access in place. All co-location entities, or companies used by EQS are HIPAA compliant, and have policies about use and access to workstations and electronic media.
- **Technical safeguards** with access control to allow only the authorized to access electronic protected health data. Access control includes using unique user IDs, Whitelist IP address restricted access to protected health data, an emergency access procedure, automatic log off and encryption and decryption.
- Audit reports, or tracking logs, are implemented to keep records of activity on hardware and software. This is especially useful to pinpoint the source or cause of any security violations.
- **EQS Technical policies** also cover integrity controls, or measures put in place to confirm that PHI hasn't been altered or destroyed. IT disaster recovery and offsite backup are employed to ensure that any electronic media errors or failures can be quickly remedied, and PHI can be recovered accurately and intact.
- **Network, or transmission, security** is used as a technical safeguard (required of HIPAA compliant hosts) to protect against unauthorized public access of PHI. This concerns all methods of transmitting data. EQS uses secure VPN to communicate with its systems and provides and requires the use of SSL for authorized user access.
- **Unique User Identification:** Assigns a unique name and/or number for identifying and tracking user identity.
- **Emergency Access:** Has procedures for obtaining necessary electronic protected health information during an emergency.
- **Automatic Logoff:** Has electronic procedures that terminate an electronic session after a predetermined time of inactivity.
- **Encryption and Decryption:** Has a mechanism to encrypt and decrypt electronic protected health information when deemed appropriate.
- **Audit Controls:** Has hardware, software, and/or procedural mechanisms that record and examine activity in information systems that contain or use electronic protected health information.

- **PHI Integrity:** Has policies and procedures to Protect electronic protected health information from improper alteration or destruction.
- **Authentication:** Has procedures to verify that a person or entity seeking access to electronic protected health information is the one claimed.
- **Transmission Security:** Has technical security measures to guard against unauthorized access to electronic protected health information that is transmitted over an electronic communications network.

EQS employs the following Administrative practices:

- **Risk Analysis:** Performs and documents a risk analysis to see where PHI is being used and stored and to determine what all possible ways HIPAA could be violated are
- **Risk Management:** Implements measures sufficient to reduce these risks to an appropriate level.
- **Information Systems Activity Reviews:** Regularly reviews system activity, logs, audit trails, etc.
- **Officers:** Designates a HIPAA Security and Privacy Officer
- **Employee Oversight:** Implements procedures to authorize and supervise employees who work with PHI, and for granting and removing PHI access to employees. Ensure that an employee's access to PHI ends with termination of employment.
- **Multiple Organizations:** Ensures that PHI is not accessed by parent or partner organizations or subcontractors that are not authorized for access.
- **PHI Access**: Implements procedures for granting access to PHI and which document access to PHI or to services and systems which grant access to PHI.
- **Security Reminders:** Periodically sends updates and reminders of security and privacy policies to employees.
- **Protection against Malware:** Has procedures for guarding against, detecting, and reporting malicious software.
- **Login Monitoring:** Institutes monitoring of logins to systems and reporting of discrepancies.
- **Password Management:** Ensures there are procedures for creating, changing, and protecting passwords.
- **Response and Reporting:** Implements policies to identify, document, and respond to security incidents.
- **Contingency Plans**: Ensures there are accessible backups of PHI and that there are procedures for restore any lost data.
- **Contingency Plans Updates and Analysis:** Has procedures for periodic testing and revision of contingency plans. Assess the relative criticality of specific applications and data in support of other contingency plan components.
- **Emergency Mode:** Establishes (and implement as needed) procedures to enable continuation of critical business processes for protection of the security of electronic protected health information while operating in emergency mode.
- **Evaluations:** Performs periodic evaluations to see if any changes in your business or the law require changes to your HIPAA compliance procedures.
- **Business Associate Agreements:** Has special contracts with business partners who will have access to PHI to ensure that they will be compliant. Chooses partners that have similar agreements with any of their partners to which they are also extending access.

EQS HIPAA Physical Requirements

- **Contingency Operations:** Establishes (and implement as needed) procedures that allow facility access in support of restoration of lost data under the disaster recovery plan and emergency mode operations plan in the event of an emergency.
- **Facility Security**: Implements policies and procedures to safeguard the facility and the equipment therein from unauthorized physical access, tampering, and theft.

- **Access Control and Validation:** Implements procedures to control and validate a person's access to facilities based on their role or function, including visitor control, and control of access to software programs for testing and revision.
- **Maintenance Records:** Implements policies and procedures to document repairs and modifications to the physical components of a facility which are related to security
- **Workstations:** Implements policies governing what software can/must be run and how it should be configured on systems that provide access PHI. Safeguards all workstations providing access to PHI and restricts access to authorized users.
- **Devices and Media Disposal and Re-use:** Has procedures for the secure final disposal of media that contain PHI and for the reuse of devices and media that could have been used for PHI.
- **Media Movement**: Records movements of hardware and media associated with PHI storage. Create a retrievable, exact copy of electronic protected health information, when needed, before movement of equipment.

Early Quality Systems
Unauthorized Disclosure of Pupil Record Data Action Plan

When an unauthorized disclosure of pupil record data has occurred (breach) the following steps shall be taken by the Early Quality Systems (EQS) Program Coordinator:

- Validate the data breach
    - Do not assume that every identified incident is actually a breach of PII.
    - Examine the initial information and available logs to confirm that a breach has occurred.
    - If possible, identify the type of information disclosed and estimate the method of disclosure (internal/external disclosure, malicious attack, or accidental).
- Begin breach response documentation and reporting process.
    - Coordinate the flow of information to Client
- Include representatives from EQS and Client management, information technology, legal, public affairs media relations, risk management, finance, and audit departments (and possibly HR, for internal incidents) in the incident response team.
- Immediately determine the status of the breach (on-going, active, or post breach).
- If the breach is active or on-going, take action to prevent further data loss by securing and blocking unauthorized access to systems/data and preserve evidence for investigation.
- Document all mitigation efforts for later analysis.
- Advise staff who are informed of the breach to keep breach details in confidence until notified otherwise.
- If criminal activity is suspected, notify law enforcement and follow any applicable federal, State, or local legal requirements relating to the notification of law enforcement. (The decision to involve outside entities, including law enforcement, should generally be made in consultation with executive leadership and legal counsel.)
- Identify all affected data, machines, and devices.
- Conduct interviews with key personnel and document facts (if criminal activity is suspected,
- Coordinate these interviews with law enforcement).
- When possible, preserve evidence (backups, images, hardware, etc.) for later forensic examination.
- Locate, obtain, and preserve (when possible) all written and electronic logs and records applicable to the breach for examination.
- Reach out to data owners as soon as possible to notify them about the breach.
    - Foster a cooperative relationship between the incident response team and data owners.
    - Work collaboratively with data owners to secure sensitive data, mitigate the damage that may arise from the breach, and determine the root cause(s) of the breach to devise mitigating strategies and prevent future occurrences.

Early Quality Systems
Information Security Program

Program Objectives
The objectives of this Information Security Program ("Program") are as follows:

Insure the security and confidentiality of the Early Quality System's customer information. Protect against any anticipated threats or hazards to the security and/or integrity of the Early Quality System's customer information.

Protect against unauthorized access to or use of the Early Quality System's customer information that could result in substantial harm or inconvenience to any customer.

For purposes of the Program, "customer information" means any information about a customer of the Early Quality System, or information the Early Quality System receives about the customer of another financial institution that can be directly or indirectly attributed to the customer.

This Program, in and of itself, does not create a contract between the Early Quality System and any person or entity.

Program Coordinator(s)
This Program and the safeguards it contemplates shall be implemented and maintained by an employee or employees ("Program Coordinator") designated by the Early Quality System. The Program Coordinator shall design, implement and maintain new safeguards as he or she determines to be necessary from time to time. The Program Coordinator shall report to the Early Quality System president. The Program Coordinator may delegate or outsource the performance of any function under the Information Security Program as he or she deems necessary from time to time.

In the event the Program Coordinator leaves the employment of the Early Quality System, the Early Quality System president shall take over the responsibilities of the Program Coordinator until a new Program Coordinator is designate.

Risk Assessment
The Program Coordinator shall conduct a risk assessment to identify reasonably foreseeable internal and external risks to the security, confidentiality and integrity of customer information that could result in its unauthorized disclosure, misuse, alteration, destruction or other compromise, and assess the sufficiency of any safeguards in place to control these risks.

The risk assessment shall cover all relevant areas of the Early Quality System's operations, as determined by the Program Coordinator. At a minimum, the risk assessment shall cover the following:

- Employee training and management;
- Information systems, including network and software design, as well as
- Information processing, storage, transmission and disposal; and
- Detecting, preventing and responding to attacks, intrusions or other systems failures.

Once the Program Coordinator has identified the reasonably foreseeable risks to the Early Quality System's customer information, the Program Coordinator will determine whether the Early Quality System's current policies and procedures in these areas sufficiently mitigate the potential risks identified. If not, the Program Coordinator shall design new policies and procedures that meet the objectives of the Program. Final policies and procedures that meet the objectives of the Program shall be made part of the Program.

Audit
The Program Coordinator shall regularly test or audit the effectiveness of the Early Quality System's safeguards' key controls, systems, and procedures, to ensure that all safeguards implemented as a result of the risk assessment are effective to control the risks identified in the risk assessment. The Program Coordinator shall revise current safeguards and/or implement new safeguards as necessary to ensure the continued viability of the Program.

Overseeing Service Providers
The Program Coordinator shall be responsible for overseeing the Early Quality System's service providers who handle or have access to customer information. The Program Coordinator shall take reasonable steps to select and retain service providers that are capable of maintaining safeguards to protect the specific customer information handled or accessed by each service provider that are consistent with the level of safeguards employed by the Early Quality System for such information.

The Program Coordinator shall review and approve each service provider contract prior to its execution by the Early Quality System to ensure that each contract contains appropriate obligations of the service provider to comply with the Early Quality System's safeguarding requirements.

Periodic Reevaluation of the Program
The Program Coordinator shall reevaluate and modify the Program from time to time as the Program Coordinator deems appropriate. The Program Coordinator shall base such reevaluation and modification on the following:

- The results of the Program Coordinator's testing and monitoring efforts;
- Any material changes to the Early Quality System's operations, business or information technology arrangements; or
- Any other circumstances that the Program Coordinator knows, or has reason to know, may have a material impact of the Program.

In order to assist the Program Coordinator in the regard, the Early Quality System shall keep the Program Coordinator apprised of the nature and extent of all third party relationships and any operational changes or other matters that may impact the security or integrity of the Early Quality System's customer information.

Information Security Policies and Procedures - Employee Training and Management

In keeping with the objectives of the Program, the Early Quality System shall implement, maintain and enforce the following employee management and training safeguards:

1. All employees and independent contractors are responsible for complying with the Early Quality System's Program.
2. The Early Quality System will check references of each potential employee prior to the commencement of the applicant's employment.
3. The Early Quality System will obtain a consumer report and criminal background check of each applicant prior to the commencement of the applicant's employment.
4. All offers of employment shall be subject to satisfactory references and consumer/criminal report investigations.
5. All new employees, and independent contractors who perform services in the Early Quality System, that have access to customer information will participate in the Early Quality System's information security training. Each person shall sign and acknowledge his or her agreement to abide by the Early Quality System's Program. Training will recur at least once each year, or sooner, as determined by Early Quality System management and as required by changes to the Program.

6. Such training program shall include, at a minimum, basic steps to maintain the security, confidentiality and integrity of customer information, such as:
    - Identifying for employees and independent contractors the types of customer information subject to protection under the Information Security Program.
    - Locking rooms and file cabinets where paper records are kept.
    - Using password-activated computer software, systems, applications or
    - Terminals or an automatic log-off function that terminates access after a short period of inactivity.
    - Using strong passwords (at least eight characters long and alpha-numeric).
    - Changing passwords periodically and maintaining the security of passwords.
    - Sending electronic information over secure channels only.
    - Appropriately disposing of paper and electronic records.
    - Other training as determined appropriate by management from time to time.
7. The Early Quality System will take appropriate steps to encourage awareness of, and compliance with the Program.
8. All employees and independent contractors will be permitted to access customer information on a "need-to-know" basis as determined by Early Quality System management.
9. Personnel shall not be permitted to access, use or reproduce customer information, whether electronic or non-electronic, for their own use or for any use not authorized by the Early Quality System.
10. All persons who fail to comply with the Early Quality System's Program shall be subject to disciplinary measures, up to and including termination of employment for employees or contract termination for independent contractors that perform services with the Early Quality System. This remedy shall be expressly provided for in Dealer's agreements with such independent contractors.

Information Security Policies and Procedures - Information Systems

In keeping with the objectives of the Program, the Early Quality System shall implement, maintain and enforce the following information systems safeguards:

1. All records containing customer information shall be stored and maintained in a secure area.
    - Paper records shall be stored in a room, cabinet, or other container that is locked when unattended. The Program Coordinator shall control access to such areas.
    - All storage areas shall be protected against destruction or potential damage from physical hazards, like fire or floods.
    - Electronic customer information shall be stored on secure servers. Access to such information shall be password controlled, and the Program Coordinator shall control access to such servers.
    - Customer information consisting of financial or other similar information (e.g., social security numbers, etc.) shall not be stored on any computer system with a direct Internet connection.
    - All customer information shall be backed up on a daily basis. Such back up data shall be stored in a secure location as determined by the Program Coordinator.
2. All electronic transmissions of customer information, whether inbound or outbound, shall be performed on a secure basis.
    - Inbound credit card information, credit applications, or other sensitive financial data transmitted to the Early Quality System directly from consumers shall use a secure connection, such as a Secure Sockets Layer (SSL) or other currently accepted standard, so that the security of such information is protected in transit. Such secure transmissions shall be automatic.
    - Consumers shall be advised against transmitting sensitive data, like account numbers, via electronic mail.
    - Early Quality Systems shall require by contract that inbound transmissions of customer information delivered to the Early Quality System via other sources be encrypted or otherwise secured.

- All outbound transmissions of customer information shall be secured in a manner acceptable to the Program Coordinator.
- To the extent sensitive data must be transmitted to the Early Quality System by electronic mail, such transmissions shall be password controlled or otherwise protected from theft or unauthorized access at the discretion of the Program Coordinator.
- The Program Coordinator shall review all vendor applications to ensure an appropriate level of security both within the Early Quality System and with the Early Quality System's business partner and vendors.

3. Information stored on portable communications equipment, e.g. laptops, PDA's or other portable devices, shall be encrypted.
4. All paper transmissions of customer information by the Early Quality System shall be performed on a secure basis.
    - Sensitive customer information shall be properly secured at all times.
    - Customer information delivered by the Early Quality System to third parties shall be kept sealed at all times.
    - Paper-based customer information shall not be left unattended at any time it is in an unsecured area.
5. All customer information shall be disposed of in a secure manner.
    - The Program Coordinator shall supervise the disposal of all records containing customer information.
    - Paper based customer information shall be shredded and stored in a secure area until a disposal or recycling service picks it up. All hard drives, diskette, magnetic tapes, or any other electronic media containing customer information shall be erased and/or destroyed prior to disposing of computers or other hardware.
    - All hardware shall be effectively destroyed.
    - All customer information shall be disposed of in a secure manner after any applicable retention period.
6. The Program Coordinator shall maintain an inventory of Early Quality System computers, including any handheld devices or PDAs, on or through which customer information may be stored, accessed or transmitted.
7. The Program Coordinator shall develop and maintain appropriate oversight or audit procedures to detect the improper disclosure or theft of customer information.

Information Security Policies and Procedures – Detecting, Preventing and Responding to Attacks, Intrusions or Other Systems Failures

In keeping with the objectives of the Program, the Early Quality System shall implement, maintain and enforce the following attack and intrusion safeguards:

1. The Program Coordinator shall ensure the Early Quality System has adequate procedures to address any breaches of the Early Quality System's information safeguards that would materially impact the confidentiality and security of customer information.
2. The procedures shall address the appropriate response to specific types of breaches, including hackers, general security compromises, denial of access to databases and computer systems, etc.
3. The Program Coordinator shall utilize and maintain a working knowledge of widely available technology for the protection of customer information.
4. The Program Coordinator shall communicate with the Early Quality System's computer vendors from time to time to ensure that the Early Quality System has installed the most recent patches that resolve software vulnerabilities.
5. The Early Quality System shall utilize anti-virus software that updates automatically.
6. The Early Quality System shall maintain up-to-date firewalls.
7. The Program Coordinator shall manage the Early Quality System's information security tools for employees and pass along updates about any security risks or breaches.
8. The Program Coordinator shall establish procedures to preserve the security, confidentiality and integrity of customer information in the event of a computer or other technological failure.
9. The Program Coordinator shall ensure that access to customer information is granted only to legitimate and valid users.
10. The Program Coordinator shall notify customers promptly if their customer information is subject to loss, damage or unauthorized access.

Continuity of Operations Plan (COOP)

Provide for and restore access to critical data resources required by Early Quality Systems to carry out service delivery operations. Data resources include but are not limited to email; contents of all shared network file storage; Websites, databases and any other data resources deemed to be critical to restoring operations. Providing access to these resources in the event of displacement/relocation will require the commensurate hardware, software, and facility infrastructure to allow for access to the data.

Vital records and databases identified as critical to supporting mission-essential functions, both paper and electronic, have been identified and will be maintained, updated, and stored in secure offsite locations. In addition, procedures will be developed to ensure that records are maintained and updated regularly. Procedures will also identify how emergency operating records will be made available to qualified personnel and will ensure backup for legal and financial records. Identified below are different categories of vital records:

- Vital records essential to the continued functioning or reconstitution of an organization during and after an emergency in a secure offsite location:
    - Emergency plans and directives
    - Records of a policy or procedural nature that provide staff with guidance and information or resources necessary for conducting operations during any emergency and for resuming normal operations at its conclusion
- Vital records critical to carrying out an organization's essential legal and financial functions and activities:
    - Accounts receivable
    - Contracting and acquisition files
    - Official personnel files
    - Payroll
    - Property management and inventory records

Disaster which involves information security or data loss shall be handled by the following procedures:

- Program Coordinator shall immediately assess nature of breach and best recovery option
- Program Coordinator shall immediately inform Early Quality Systems president
- Early Quality System's president shall inform all affected customers of nature and severity of breach and recovery plans in a timely fashion
- Early Quality System's president shall inform appropriate insurance company if breach has material financial consequences in a timely fashion

Early Quality Systems
Removal of Pupil Record Data

At the end of contract or upon request of Client Early Quality Systems (EQS) will follow the following procedures from removal of pupil record data from its systems

- These procedures are to be undertaken by EQS Program Manager and Technical manager
- Program Manager inform Client of timeline for data removal and ensure that Client has retrieved all information before removal
- When Client has ensured EQS Program Manager that data has retrieved all desired information, Program Manager informs Technical Manager to perform removal of Pupil Record Data.
- EQS Technical Manager will use HIPAA, SOX, PCI compliant drive wipe/erasure software to eliminate all data on drive used to store Pupil Record Data.
- EQS Technical Manager will maintain log of erasures and report erasures to EQS Program Manager.
- EQS Program Manager will inform Client of removal of Pupil Record Data.

San Diego County Superintendent of Schools
Agreement with San Ysidro School District
For Quality Preschool Initiative Services
Exhibit "D": Pinwheel Use
Attachment 3: Subcontractor End User Agreement Terms of Use: Privacy Policy and User Agreement for Use of "Pinwheel"

Subcontractor End User Agreement
TERMS OF USE: PRIVACY POLICY AND USER AGREEMENT
FOR USE OF "PINWHEEL"
(A third-party software system utilized in the implementation of the California Quality Rating and Improvement Grant)

YOU ARE REQUIRED TO READ AND ACCEPT THESE TERMS AND CONDITIONS AS A REQUIREMENT OF YOUR CONTRACT.

Before using Pinwheel, please read this Privacy Policy and the Terms of Use for the Pinwheel Site carefully. By using Pinwheel and its services, you acknowledge that you understand, accept and agree to the terms of this Privacy Policy and the Terms of Use for Pinwheel. If you have any questions concerning this Privacy Policy or the Terms of Use for Pinwheel, please contact the San Diego County Office of Education's Early Education Unit.

Introduction
Early Quality Systems, Inc. (EQS) is under contract with the San Diego County Office of Education (SDCOE) to provide a web-based Quality Rating and Improvement System (QRIS) data collection and program management system (Pinwheel) for use by designated Preschool Agencies, SDCOE staff, and selected sub-contractors. SDCOE contracts with EQS to provide the Pinwheel Site pursuant to agreed specifications. Some features of the Pinwheel Site may not be accessible to all users. This Privacy Policy explains SDCOE's privacy policy with respect to the personally-identifiable data collected through the Pinwheel Site.

Purpose of Pinwheel
Pinwheel is a program management and reporting system with features designed for use by a wide variety of early education stakeholders, including preschool teachers and other staff at preschool sites, funders, independent assessors, and professional development coaches. Some features of Pinwheel are designed for and available only to the preschool providers and their authorized staff ("Educators"). Other features of Pinwheel are designed for SDCOE staff and selected sub-contractors.

Terms of Use and Privacy Policy

Information Use or Disclosure
Named sub-contractor will not share with, or disclose to, third parties, the names of users, staff, students or other personally identifiable information collected through or in connection with the Pinwheel Site.

Security and Confidentiality
Subject to the other provisions of this Privacy Policy and contractual obligations, named sub-contractor will take reasonable steps to maintain the confidentiality of all personal information and student records collected and managed through the Pinwheel Site.

FERPA Assurances
When an unauthorized disclosure of pupil record data has been disclosed, named sub-contractor shall immediately notify SDCOE's Early Education Unit Executive Director.
User information and access to the Pinwheel Site is password protected for the privacy and protection of student personal and student assessment data. Educators, and selected sub-contractors of SDCOE are mandated by the Family Education Rights and Privacy Act (FERPA) to keep all user information and passwords confidential. If storage of this information is required, it is required that it be kept in a secure location. To protect data, users should always logoff when exiting the Pinwheel Site and not divulge or share user identification or passwords with anyone.

The sub-contractor is entirely responsible for maintaining the confidentiality of Pinwheel passwords and account information of all/any employees designated as Pinwheel users. Furthermore, as a sub-contractor, the agency is entirely responsible for any and all activities which occur under its account. The account holders agree to indemnify, defend and hold harmless SDCOE for any liability or expense arising from such use or misuse. Sub-contractor agrees to notify SDCOE's Early Education Unit Executive Director of any unauthorized use of the account or any other breach of security known to the sub-contractor.

Restrictions on use of materials
Personally identifiable information, or materials found on the Pinwheel Site may not be disclosed to any unauthorized third party, or used for any purpose not authorized by the functions/duties of the sub-contractor contracted with SDCOE. No data or material from the Site may be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way that is not authorized by these Terms and Conditions of Use or SDCOE.

Limitation of Liability
Under no circumstances, including, but not limited to, negligence, shall SDCOE be liable to you or any party for any direct, indirect, special, or consequential damages that result from the use of, or inability to use, this web site. Applicable law may not allow the limitation or exclusion of liability or incidental or consequential damages, so the above limitation or exclusion may not apply to you. In addition, nothing in these terms and conditions is intended to waive or limit the sovereign immunity of SDCOE.

Termination
You may terminate your use of the Pinwheel Site at any time by ceasing to use the Pinwheel Site. Your use of the Pinwheel Site may also be terminated immediately by SDCOE if in SDCOE or EQS's sole determination you fail to comply with any term or provision of these terms and conditions.

Privacy
Users of the Pinwheel Site must review and uphold the terms of the Privacy Policy found on the Pinwheel Site. This Privacy Policy and the Terms of Use for the Pinwheel Site may be revised from time to time through an updated posting. You should, therefore, check both this Privacy Policy and the Terms of Use periodically. Revisions are effective upon posting and your continued use of the Pinwheel Site following the posting of such revisions will indicate your acceptance of such revisions.

End User Agreement

This End User Agreement shall be reviewed and executed by SDCOE and any Authorized Users designated by SDCOE as a sub-contractor to use the Pinwheel Site. Execution of the End User Agreement evidences the user's intent to be bound by the Terms of Use, Privacy Policy and End User Agreement.
SDCOE shall retain copies of executed End User Agreements. SDCOE agrees to use its best efforts to ensure that the Authorized Users use the Pinwheel site in accordance to the Terms of Use.

THE UNDERSIGNED HAS CAREFULLY READ THE TERMS OF USE AND PRIVACY POLICY APPLICABLE TO THE PINWHEEL SITE, AS SET FORTH ABOVE, AND AGREES TO BE BOUND BY SUCH TERMS, CONDITIONS AND POLICIES.

_____
Signature

Gina A. Potter, Ed.D. Superintendent
Print Name & Title

July 11, 2019
Date

San Diego County Superintendent of Schools
Agreement with San Ysidro School District
For Quality Preschool Initiative Services
Exhibit "E": Quality Preschool Initiative Reimbursement System

Child Development Associates (CDA) has been designated as the QPI reimbursement agency. Each Agency must have the following documentation on file with CDA. New agencies will be required to sign and return the following documentation to CDA no later than September 30, 2019 (documents will be sent to each agency directly from CDA):

- CDA QPI Reimbursement Agreement
- Direct Deposit Participation Agreement
- Authorization Agreement for Direct Deposit (attach a voiced check)
- IRS form W-9
- Verification of TIN number or copy of Social Security Card

CDA Contact Info:

Linda Marvin-Livermore
QPI Program Supervisor
Child Development Associates, Inc.
Office (619) 427-4411 Ext. 220
Fax (619) 205-6299
lmarvin@cdasd.org

Note:

- Reimbursement funds to the Agency may be suspended at any point during the program year when violations to the contract occur.
- Estimated Not-to-Exceed (NTE) amounts are included as attachment 1 to this Exhibit.

San Diego County Superintendent of Schools
Agreement with San Ysidro School District
For Quality Preschool Initiative Services

Exhibit "E": Quality Preschool Initiative Reimbursement System
Attachment 1: NTE Estimate, 2019-20

2019-20 QPI Preliminary Not-to-Exceed (NTE) Report

The reimbursement amounts below reflect the June 2018 Site Tier Ratings. It is a Preliminary Not-To-Exceed (NTE) Report, to be used for projecting purposes only. Actual reimbursement will be based upon certified data in Pinwheel. Certification takes place on or about November 1, 2019, after which a Certified NTE Report will be provided, based on the number of sessions participating in FY2019-20 and each site's tier rating established in June 2019.

May 24, 2019

Agency Name	Site Name	SessionID	Tier	QPI Total (CSPP + First 5)
San Ysidro School District	Ocean View Hills Preschool	SE128	5	$9,600.00
San Ysidro School District	Ocean View Hills Preschool	SE115	5	$9,600.00
San Ysidro School District	Smythe/CDC Preschool	SE121	4	$7,100.00
San Ysidro School District	Smythe/CDC Preschool	SE118	4	$7,100.00
San Ysidro School District	Smythe/CDC Preschool	SE310	4	$7,100.00
San Ysidro School District	Smythe/CDC Preschool	SE631	4	$7,100.00
San Ysidro School District	Smythe/CDC Preschool	SE1161	4	$7,100.00
San Ysidro School District	Sunset Preschool	SE122	4	$7,100.00
San Ysidro School District	Sunset Preschool	SE129	4	$7,100.00
San Ysidro School District	Sunset Preschool	SE1164	4	$7,100.00
San Ysidro School District	Sunset Preschool	SE1162	4	$7,100.00
San Ysidro School District	Sunset Preschool	SE1166	4	$7,100.00
San Ysidro School District	**First 5 Parent Ed Incentive Funds: 18/19 Carryover**			$806.00
San Ysidro School District Total				$91,006.00

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 11, 2019

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

FROM:
Human Resources
David Farkas, Executive Director

INITIAL: DF

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENTS WITH CODESP PUBLIC HR FOR JOINT POWERS

BACKGROUND INFORMATION:
The District would like to continue the subscription to the CODESP website services for 2019-20. The District is able to create and access questions for interviews and test materials.

RECOMMENDATION:
Approve/Ratify the Joint Powers Agreement, Member Service Agreement and the Agency Security Agreement with the Cooperative Organization for the Development of Employee Selection Procedures (CODESP) to cooperatively develop selection procedures which comply with state and federal requirements to include interview and test materials for the 2019-20 subscription at a cost of $2,200.00 from the General fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):
Goal #1: Student Achievement – 1.5 Staffing

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

Financial Implications?	Are funds for this item available in the 2019-2020 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	
$2,200.00 (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



JOINT POWERS AGREEMENT
July 1, 2019 – June 30, 2020

This agreement is entered into pursuant to the provisions of Title I, Division 7, Chapter 5, Article I (Section 6500, et seq.) Of the California Government Code relating to the joint exercise of powers, between the public educational agencies signatory hereto, for the purpose of operating an agency to be known and designated as "Cooperative Organization for the Development of Employee Selection Procedures."

WITNESSETH:

WHEREAS, all California public agencies must be able to demonstrate that their employment selection procedures do not discriminate on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex, and age for individuals over 40 years of age; and

WHEREAS, school districts, because of limited staff, cannot reasonably add extensive test validation functions to employment selection procedures, without special assistance; and

WHEREAS, the parties signatory hereto have determined and hereby declare that it is in the public interest that they join together in an organization for cooperatively developing selection procedures which will comply with state and federal requirements;

NOW, THEREFORE, for and in consideration of the mutual promises and agreements contained herein, the parties do hereby agree as follows:

1. **CREATION OF THE JOINT POWERS AGENCY**
   A joint powers agency separate and apart from the parties signatory hereto is hereby created and shall be designated as the Cooperative Organization for the Development of Employee Selection procedures (hereinafter "CODESP" or "Agency").

2. **PURPOSE**
   CODESP is established for the purpose of administering this Agreement and of engaging in activities including but not limited to the following:
   a. Providing a system of cooperative measuring devices relevant to common skills, knowledges and abilities related to common jobs.
   b. Establishing priorities to be given to development of written tests, interview standards and other selection devices.
   c. Developing and training representatives of member public agencies in the use of such selection devices.
   d. Developing guidelines whereby individual public agencies can isolate elements of particular jobs and determine which selection devices can appropriately be used.

3. **POWERS**

CODESP shall have the authority to exercise any power common to public agencies which are signatory to this agreement, including but not limited to the following:

a. To make and enter contracts.
b. To employee agents and employees.
c. To acquire, construct, manage, maintain, or operate any building, works or improvements.
d. To acquire, hold or dispose of property.
e. To incur debts, liabilities or obligations.
f. To sue and be sued in the name of CODESP.

4. **TERM**

This Agreement shall become effective when duly executed and shall continue in effect until terminated as provided herein. In the event of a reorganization of one or more of the public agencies participating in this Agreement, the successor in interest or successors in interest to the obligations of any such reorganized agency shall be substituted as a party or parties to this Agreement.

5. **MEMBERSHIP**

In addition to the public agencies which are parties to this Agreement, other public agencies may become parties hereto pursuant to the Policies and Procedures of CODESP.

6. **MEMBERSHIP FEES**

Each party to this Agreement shall deposit an annual membership fee with CODESP equivalent to the appropriate and applicable fee noted on the current schedule of fees upon receipt of an invoice for the same.

7. **TREASURER/AUDITOR**

A director of CODESP shall be designated as the Treasurer/Auditor of CODESP. The Treasurer/Auditor shall be the depositary and have custody of all the money of CODESP, from whatever source. The Treasurer/Auditor shall:

a. Receive and receipt for all money of CODESP and deposit it in the County School Service Fund to the credit of CODESP.
b. Be responsible for the safekeeping and disbursement of all money of CODESP so held by the Treasurer/Auditor.
c. Pay, when due, out of money of CODESP so held by the Treasurer/Auditor, all sums payable by CODESP only upon warrants authorized by the Treasurer/Auditor and drawn by the Treasurer of Orange County, or the Treasurer's authorized representative.
d. Verify and report in writing on the first day of July, October, January, and April of each year to CODESP and to the parties to this Agreement the amount of money held for CODESP, the amount of receipts since the last report, and the amount paid out since the last report.

8. **ACCOUNTS AND RECORDS**

a. Accountability

CODESP shall be strictly accountable for all funds. CODESP shall cause to be kept proper accounts and records in which complete and detailed entries shall be made of all transactions including all receipts and disbursements. Such accounts and records shall be kept in accordance with applicable law and generally accepted accounting principles. Said accounts and records shall be subject to inspection at any reasonable time by the representative of each of the parties to this Agreement. CODESP shall cause to be prepared annual financial statements which shall be provided to the representatives of each of the parties to this Agreement.

b. Audit

The Treasurer/Auditor shall contract with a certified public accountant or public accountant to make an annual audit of the accounts and records of CODESP. The minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code and shall conform to generally accepted auditing standards. Reports of such audits shall be filed as public records with each of the parties to this Agreement and also with the auditor of the county in which each of the parties is located. Such reports shall be filed within twelve (12) months of the end of the fiscal year or years under examination. Any costs of the audit, including contracts with, or employment of, certified public accountants shall be borne by CODESP and shall be a charge against any unencumbered funds of CODESP available for the purpose.

9. **WITHDRAWAL**

Any party may withdraw from this Agreement and from CODESP by giving written notice of its intention to do so to the Board of Directors. Unless otherwise specified therein, withdrawal shall be effective upon the receipt of said notice.

10. **TERMINATION OF AGREEMENT**

This Agreement may be terminated, except for purposes of winding up the affairs of CODESP, effective at the end of any fiscal year by the affirmative action of a majority of the public agencies then parties to the Agreement.

11. **DISPOSITION OF PROPERTY AND FUNDS**

In the event of the dissolution of CODESP, the complete rescission, or other final termination of this Agreement by all public agencies then parties hereto, any property interest remaining in CODESP following a discharge of all obligations shall be returned in proportion to the contributions made by the then parties to the Agreement. The inclusion of additional parties to this Agreement or the withdrawal of some but not all the parties to this Agreement shall not be deemed a dissolution of CODESP nor a termination of this Agreement.

12. **SEVERABILITY**

Should any portion, term, condition or provision of the Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or be otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions and provisions shall not be affected thereby.

13. **AMENDMENTS**

This Agreement may be amended by a simple majority vote of all parties to the Agreement. Any such amendment shall be effective upon the date of execution thereof, unless otherwise provided in the amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their authorized officers there unto duly authorized as set forth herein below:

Signed on the ___ day of July 2019, by

Marilyn Adrianzen, Chief Business Official Administrator

San Ysidro School District Board Approved:

Agency

Approved on the____ day of _____, 201__by

_____

Jonathan Koch - Executive Director - CODESP



CODESP MEMBER SERVICE AGREEMENT

Please read, acknowledge and agree to the following service agreement terms.

Terms:
All terms of this agreement shall prevail over any terms and conditions to the contrary outlined in purchase orders or any other agreements or documentation provided by the agency named below in order to obtain services from CODESP unless explicitly agreed to in writing by an authorized agent of CODESP.

Services Provided:
CODESP provides online employment selection materials and training presentations to members who are employed at public agencies that have met all of the membership terms. Once the registration process is completed and payment is received your agency will gain access to the secure areas of the website.

Members will gain access to all content currently posted to the members area of the site including the Interview Builder and posted supplemental application forms and situational, performance, and writing exercises. In addition to the posted materials, members may request multiple-choice test packets along with custom supplemental application forms and situational, performance, and writing exercises via the CATS (CODESP Automated Test System) Request Form. Additional services include live and recorded webinars, live training (may be subject to an additional fee), a job description builder, sample job analysis questionnaires, an online multiple-choice testing option, and online Links and Resources related to public-sector Human Resources.

Payment for Services:
A Purchase Order may be submitted to initiate services, but payment must be received within 45 days after the PO is received. Payment or proof of payment (such as a Purchase Order) for all services must be made in advance of services being provided. Please refer to our current fee schedule for the most current pricing and options. PayPal payment requires an additional service fee.

Service Options:
- ***Full Year:*** A full year payment is for services from July 1 through June 30 in the same fiscal year.
- ***Less Than Full Year:*** A less than full year payment is for any services initiated after July of the current fiscal year. If joining after July, an agency may choose one of the following options:
  - **Pay the full year rate for the current fiscal year with no additional commitment.**
  - **Pay a prorated amount for services for the months remaining in the current fiscal year with a contractual obligation to continue the following fiscal year.**
    - The prorated fee shall be one-twelfth (1/12) of the full year fee multiplied by the number of months remaining in the fiscal year. Any months in which services will be rendered will be included in this calculation.
    - By agreeing to this option, the agency agrees to pay for a full year of service the fiscal year following the fiscal year in which services are originated. The fee for the following year will be in accordance with the posted fee schedule for the following year which shall be made available by no later than February of the preceding fiscal year. In the event that the posted fee schedule for the following year indicates a fee increase in excess of ten (10) percent from the previous year, the agency will have the right to option out of the following full year of service. This agreement may be amended to remove the requirement for an additional year of service under special circumstances wherein an

agency policy is provided that supports a limitation set by the governing body of the agency limiting the agency's ability to agree to a multi-year contractual obligation upon consent of the CODESP administration.

Refunds:
Refunds for membership fees will not be made.

Continuation of Services:
To continue membership in good standing, agencies shall pay the membership fee no later than July 1 or communicate their intent to rejoin through e-mail or other correspondence. Unless the membership fee is received by September 1, the intent to rejoin becomes null and void, and the agency will be dropped from the membership roll.

Please note that the following terms apply at the start of each fiscal year. Failure to adhere to the following may result in access to the secure areas of the CODESP website being temporarily disabled.

- Payment must be received within 45 days of receipt of a Purchase Order
- A signed copy of the Agency Security Agreement and Service Agreement for the current fiscal year must be received within 45 days of the start of the new fiscal year

Test Material Requests:
Multiple-choice test materials from the online item bank are requested by completing a **CATS Request Form**.

Other test materials such as interviews (Interview Builder), supplemental application forms, writing, situational, and performance exercises (under Test Materials) can be accessed from the secure areas of the website. If customized materials are needed, the member will complete a CATS Request Form and provide current job information and access to job experts as needed to fulfill such a request.

When submitting requests for test materials, members must provide a job description and other pertinent information needed to guide CODESP staff in selecting job-related materials. The member will allow at least 10 business days for the request to be fulfilled. If new test materials need to be developed, the member acknowledges that these requests take longer to fulfill and will work with CODESP staff on an appropriate timeline for fulfilling the request.

Access to the secure areas of the website and all test materials is restricted to authorized employees who are responsible for accessing test materials and implementing the selection process. Authorization is determined by the member's Human Resources administrator and subject to approval by CODESP administration. The number of users is based on the size of the agency and approved by CODESP. Generally, no more than 10 users per agency may have access to the secure areas of the website. Exceptions to the restriction on the number of users may be authorized for agencies with an employee count of over 3,000.

A maximum of five test material requests may be submitted by the member per month, unless otherwise approved by CODESP administration. CODESP provides unlimited access to the products and services accessible from the secure areas of the website that do not require completing a CATS Request Form. Unlimited test products include all questions in the Interview Builder and posted sample test materials such as supplemental application forms and writing, situational, and performance exercises.

New Test Material Development:
CODESP will expand test material job families when resources are available. Job experts are to be provided by the member whenever possible. CODESP maintains final edit approval on test materials entered into the CATS system. Adding job families and items to the item bank is at the discretion of CODESP. A list of Multiple-Choice Item Banks currently available can be found under **Join CODESP / Frequently Asked Questions**. The list is subject to revision and the job families listed do not contain test items for all possible classifications that may fall under a specific job family.

CODESP requires the following to develop new test materials:

- A job expert provided by the member to assist CODESP staff in the development, edit, and final review of the new materials.
- Technical documents/manuals or other appropriate source material provided by the member when they are not readily available to CODESP.
- At least 15 business days for development, review, and edits of new test materials. The 15 day period begins after the job expert and/or technical materials are provided to CODESP.

CODESP will not:

- Recreate state licensure, Microsoft certification, or similar examinations that require formal certificates.
- Enter copyrighted materials into our item bank.
- Create test materials for sworn police or fire personnel.
- Create test materials for positions where the type of assessment method requested is inappropriate. For example, multiple-choice tests for senior management or highly technical positions like engineer.

Use of Test Materials:

The final selection of which test materials to use is the responsibility of the agency. A local job analysis is highly recommended to determine test content which is appropriate for your agency's specific position/classification for which you are testing. All test materials should be reviewed by a local job expert prior to use in order to ensure validity.

The use of test materials by a member agency (such as a County Office of Education) to test or assess candidates for a non-member agency (such as a local district) is strictly prohibited.

The charging of any test administration or related fees to a candidate for any job for taking a test that includes any CODESP materials is strictly prohibited unless otherwise approved by CODESP administration.

Retention of Test Materials:

Upon termination of CODESP membership, the agency shall immediately cease and desist the use of all CODESP test materials and shall cease administering any and all tests that contain CODESP test materials. The agency shall destroy all CODESP test materials, both paper and electronic, except those used to document existing test records. The agency shall inform CODESP at the time of the discontinuation of service of any test materials that are being maintained in order to document existing test records. The agency shall delete CODESP test materials from electronic storage devices, databases, test management systems, and/or item banks that may be accessible by unauthorized individuals, agencies, or vendors.

Legal Acknowledgements:

The terms of this Service Agreement may change prior to the start of each fiscal year as solely determined by the CODESP Board of Directors. A copy of this Service Agreement will be sent to members in advance of the new fiscal year. Members must agree to the terms of the current Service Agreement in order to continue services.

To the extent allowable by California law, the agency named below shall defend, indemnify, and hold harmless CODESP, its board members, officers, employees, and agents from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the use of materials or services provided by CODESP unless such liability, loss, expense, or claims is due to CODESP's sole negligence.

CODESP agrees to defend, indemnify, and hold harmless the agency named below, its board members, officers, employees, and agents from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising solely out of negligent activities of CODESP or those of any of its officers, employees, and agents, whether such act or omission is authorized by this Agreement or not. The provisions of this Indemnification do not apply to any damage or losses caused by the negligence of the Agency or any of its board members, officers, employees, and/or agents.

The agency named below understands and acknowledges that it is solely responsible for its employment decisions including, but not limited to, all uses of CODESP materials including, but not limited to, test materials, rating criteria, training materials, statistical reports, and cutoff scores. The agency named below also acknowledges that it is solely responsible for ensuring its employment practices comply with all applicable federal, state, and local laws, regulations, and professional guidelines. It is the exclusive responsibility of the agency named below to ensure that the knowledge, skills, and abilities and/or competencies measured by CODESP test materials are valid job requirements.

By entering into this Service Agreement the agency acknowledges that so far as it pertains to the agency and CODESP, that CODESP is the sole owner of the intellectual property that the agency will have access to under this Agreement, described herein as "content" or "materials," as well as any other intellectual property the agency will have access to under this Agreement. CODESP hereby grants to the agency a non-transferable and non-exclusive license to the materials and content for the purposes described herein. This license shall be in effect only as long as the agency remains as a party in good standing to this Agreement and only while the agency is current in its financial obligations to CODESP. The agency acknowledges that any use of the intellectual property owned by CODESP in violation of this license will constitute an intentional infringement of CODESP's copyright interest in such property. The agency agrees that copyright infringement under this Agreement includes obtaining CODSEP materials while a member and continuing to use such materials after the end of the membership. The agency agrees that should it infringe upon CODSEP's intellectual property rights that the agency will pay for CODSEP's attorney fees and costs incurred by CODSEP in any ensuing litigation.

Should any portion, term, condition, or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or be otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions, and provisions will not be affected thereby.

○ **I agree with the terms and conditions as stated in this document.**

○ **I do not agree with the terms and conditions and choose not to become a member at this time.**

Agency: _____

Signature of Authorized Agency Representative: _____ Date: _____

Printed Name: _____ Title: _____

Signature of HR Administrator (if different from above): _____ Date: _____

Printed Name: _____ Title: _____

Please agree, complete, sign and e-mail a scanned copy to codesp@codesp.com. If you are unable to send a scanned copy via e-mail, please fax a signed copy to: 714-374-8225



CODESP AGENCY SECURITY AGREEMENT

The parties to this agreement are the Cooperative Organization for the Development of Employee Selection Procedures (CODESP) and the **San Ysidro School District** hereinafter known as the Agency. In order to protect the mutual interests of all CODESP agencies, each Agency is required to execute this agreement and fulfill its terms.

a. It is understood and agreed that the primary signer of this agreement will be an authorized agent of the Agency. The Agency may designate one or more alternates. If the primary signer of this agreement is not an agent of the Agency with responsibility for oversight of the Agency's test administration and selection practices, an alternate signer is required who maintains responsibility in this area. The Agency may also assign an additional alternate signer of its choosing. All alternate signers will be regarded as sharing the responsibility with the primary signer for carrying out the terms of this agreement. CODESP has the right to terminate this agreement and all associated agreements and to withhold or recall CODESP materials and services if terms and conditions of this agreement have been violated.

b. Test materials obtained through CODESP will be used for the official purposes of the Agency in testing candidates for placement within their Agency or at other approved public agencies who are current customers of CODESP only. The use of test materials by the Agency to test or assess candidates for a non-customer agency is strictly prohibited. Under no circumstances will materials so obtained, including tutorials, be posted on the Agency's website or other websites. Under no circumstances will test materials be stored in any other agency's or private computer systems for sale or disbursement to any other agency or person that is not authorized to have access to such materials, nor will the Agency knowingly permit others to do so. The Agency will not enter any test materials obtained through CODESP into any third-party testing or test management system unless there is an expressed written consent that the third-party will not retain any of the data.

c. Test materials obtained through CODESP may be reviewed by examiners, subject matter experts, researchers, consultants, test proctors, or others working on the development of examinations. Such persons are not authorized to receive access to the secure areas of the website or to make notes about, copy, or retain any of the actual materials. Any reviews of materials are to be conducted under the general supervision and responsibility of the primary signer (or alternate signer with responsibility over the area of test administration and selection practices) of this agreement. The final selection and use of test materials is the

responsibility of the Agency.

d. No official, staff member, consultant, or other agent of the Agency may loan, give, sell, nor otherwise make available any testing material obtained through CODESP to any other agency or person that is not authorized to have access to such material, nor will they knowingly permit others to do so. Under no circumstances will CODESP materials be available for study, copying, photographing, reproduction, or re-publication, in whole or in part.

e. Test materials obtained through CODESP will be used and stored at the Agency in a manner that will prevent unauthorized persons from having access to them. Tests will be administered in proctored environments by an Agency employee to ensure that no test materials are removed from the test site (test materials specifically designated by CODESP for non-proctored use are exempted).

f. All system users and test proctors must be employees of the Agency and must sign the CODESP User Security Agreement. No more than 10 users are allowed per agency (exceptions may apply for agencies with over 3,000 employees). Access to the secure areas of the CODESP website is restricted to employees of the Agency with a direct reporting relationship to an Agency administrator with responsibility for the oversight of the Agency's test administration and selection practices and who are involved in the employment testing process. The sharing of usernames or passwords is strictly prohibited.

g. If candidates are allowed consultation regarding their test results, they may only review the test under a restrictive time-limit with an authorized individual whose signature is on the CODESP User Security Agreement. The candidate may not make notes about, copy, or retain any of the test materials. Under no circumstances will candidates be allowed to view the answer key for an exam or any reports generated from the CODESP website containing such information in an unsupervised environment. No candidate will be allowed to make notes about, copy, or retain any information relating to keyed responses.

h. If it is necessary that materials obtained through CODESP be presented in proceedings conducted by a court or other body vested with legal authority, the Agency shall request that the material be covered by a protective order that will safeguard its confidentiality, and CODESP will be promptly notified of the proceedings.

i. The Agency understands and acknowledges that it is solely responsible for its employment decisions including, but not limited to, all uses of CODESP materials and services including, but not limited to, test materials, rating criteria, training materials, statistical reports, and cutoff scores. The Agency also is solely responsible for ensuring its employment practices comply with all applicable federal, state, and local laws, regulations, and professional guidelines. It is the exclusive responsibility of the Agency to ensure that the knowledge, skills, and abilities and/or competencies measured by CODESP test materials are valid job requirements.

j. The Agency agrees that all necessary administrative steps will be taken to ensure that staff members, consultants, or others who may have access to material provided through CODESP will be informed of this agreement and

required to comply with it. Any Agency violating test security will be denied any further test materials. The signers of this agreement are authorized to execute this agreement on behalf of the parties.

k. Upon termination of CODESP membership/subscription, the Agency shall destroy all CODESP test materials, both paper and electronic, except those used to document existing test records. The Agency shall immediately cease and desist the use of all CODESP test materials and shall cease administering any and all tests that contain CODESP test materials. The Agency shall delete CODESP test materials from electronic storage devices, databases, test management systems, and/or item banks that that may be accessible by unauthorized individuals, agencies, or vendors.

l. If the signer(s) of this agreement find(s) it impossible to ensure fulfillment of this agreement or leave(s) the Agency, an authorized agent of the Agency shall notify CODESP to make arrangements for continuation or termination of the agreement.

Should any portion, term, condition, or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or be otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions, and provisions will not be affected thereby.

Primary Signer:

Print Name: Marilyn Adrianzen Title: Chief Business Official

Signature: _____ Date: _____

Human Resources Administrator (if different from above):

Print Name: Dr. David Farkas Title: Executive Director of Human Resources

Signature: _____ Date: _____

Board approved:

CODESP
20422 Beach Blvd. Suite 400
Huntington Beach CA 92648
Phone: 714-374-8644

San Ysidro School District
Yadira Diaz
4350 Otay Mesa Road
San Ysidro 92173-1617

Invoice #:	0004138
Date:	April 4, 2019
Balance Due (USD):	$2,200.00

To View Your Invoice Online »	**1.** Go to: https://codesphr.freshbooks.com/code **2.** Enter this code: mBWbvzChzjfELhM

Item	Description	Unit Cost ($)	Quantity	Price ($)
Annual Membership Fee	Products and services beginning July 1, 2019 and ending June 30, 2020	2,200.00	1	2,200.00

Subtotal:	**2,200.00**
Total:	**2,200.00**
Amount Paid:	0.00
Balance Due (USD):	**$2,200.00**

NET 45 days from July 1

Taxpayer ID No. 54-2166843

No additional fees for taxes required; CODESP is a Public Agency.

Make all checks payable to CODESP.

THANK YOU FOR YOUR BUSINESS!

Contact us: E: codesp@codesp.com P: (714) 374-8644 W: www.codesp.com

Please note that our address has changed – we are now in Suite 400.

Help us go green - Rather than fax, please scan and email documents to codesp@codesp.com

This invoice was sent using FRESHBOOKS

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board **BOARD MEETING DATE:** July 11, 2019

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

FROM:
Nutrition Services
Evelyn Zarzosa, Director

INITIAL: MW

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH IMAGE ONE FOR SOFTWARE UPGRADE

BACKGROUND INFORMATION:
The Rocketscan software by Image One, is a software solution for public school district's Food Service Departments that automates the processing of free & reduced meal applications. With Rocketscan, school districts can scan their meal applications into the software system for automated processing, increasing accuracy.

The District would like to upgrade the software to process, track and generate Income Survey Forms for LCFF submittal and provide online services for RocketSCAN and LCFF.

RECOMMENDATION:
Approve/Ratify the purchase agreement with Image One to upgrade the software to process, track and generate Income Survey Forms for LCFF submittal and provide online services for the Child Nutrition Services department in an amount up to $6,500.00 from the Child Nutrition fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):
Goal No. 2: Base Services and Safety
2.1 Maintain basic operating services of the district.

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

Financial Implications? ☒ Yes ☐ No

Are funds for this item available in the 2019-20 Budget? ☒ Yes ☐ No

Requisition #

$6,500.00	Child Nutrition Fund 13	--
(Amount)	(Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

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

Sales Proposal

Date: 6/10/2019

Evelyn Zarzosa
San Ysidro School District
4350 Otay Messa Road

San Ysidro
CA
92173

Image One
6202 Benjamin Road, Suite 103 Tampa, FL 33634
Telephone: 800-956-9000
Fax # 813-769-2257
Email: ncollins@image-1.com

Phone: 619-428-4476 x 3011 Quote ID #: Fax:

Qty	Description	Price Each	Price Extended
1	**Upgrade to allow for Income Survey Forms** **Includes:** **Process Income Forms Side by Side with Free and Reduced** **Track Income Forms seperatley from Free and Reduced** **Search Income Forms in a dedicated location** **Validate Income Forms in a separate queue from Free and Reduced Meal Apps** **Export Income Forms at no extra work** **Capture Important Information needed from Forms** **Generates Reports for Elegibility**	$6,500.0000	$6,500.00
	Online Charges for Electronic LCFF Submittal		
1	**Add-on RocketSCAN Online for LCFF 3.5K** **June Special Ends 6/30**	$2,571.0000	$2,571.00
1	**Online LCFF Included with Module purchase**	-$2,571.0000	-$2,571.00
	* Pending Board Approval 6/10/19 Do not bill until July 1st		

Est. Shipping:
Terms: Net 30 TOTAL: $6,500.00

Customer Acceptance

By signing below, the customer warrants that he/she is authorized to place order on behalf of the company, accepts the terms of this agreement, and authorizes Image One Corporation to order the equipment or software quoted herein, install the equipment or software at the customer's location, and remit timely payment to Image One Corporation. Customer agrees that invoiced amounts not paid to terms will be subject to late fees of 1 and 1/2 percent per month. All sales are Final. Defective products with be either fixed or replaced.

Nik Collins

Customer Acceptance Date Image One Corporation
San Ysidro School District

Prices are firm for 30 days from the date of this proposal and are subject to change without notice thereafter.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board **BOARD MEETING DATE:** July 11, 2019

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

FROM:
Special Education,
Oscar Madera, Director

INITIAL:
☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH VERBAL BEHAVIOR ASSOCIATES

BACKGROUND INFORMATION:
All students with an active Individual Education Program (IEP) shall be evaluated every three (3) years unless otherwise modified by the IEP team. Students may be evaluated annually upon request. Independent Educational Evaluations (IEE) are provided at public expense through member districts of the South County SELPA according to the policy, procedures and criteria.

Verbal Behavior Associates has been selected by the parents of a student with special needs, to provide independent functional behavior assessment per OAH Case No. 2018120979. The cost implication is $2,400.00 for Functional Behavior Assessment and IEP meeting attendance.

RECOMMENDATION:
Approve the agreement with Verbal Behavior Associates to provide a functional behavior assessment for a student with special needs during school year 2019-2020 at a cost up to $2,400.00 from the Special Education fund.

LCAP GOAL AND ACTION/SERVICE:

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

Financial Implications?	Are funds for this item available in the 2019-2020 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$2,400.00	Special Education	--
(Amount)	(Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 11th day of July 2019, by and between the San Ysidro School District, hereinafter called the "District", and

Verbal Behavior Associates Company/Consultant	858-699-7579 Telephone Number
14251 Danielson St. Poway, CA 92064 Address	matt@vbasandiego.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

From: July 1, 2019 To: June 30, 2020

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

2 FEES AND PAYMENTS

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

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

3. ADDITIONAL SERVICES.

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

4 RESPONSIBLIITIES OF CONSULTANT

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

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

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

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

at all times be under Consultant's 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 appropriates 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 $2,000,000 per occurrence with an aggregate limit of not less than $5,000,000 and shall cover all of Consultant's employees, officials and agents. Coverage shall apply to any dishonest, fraudulent, malicious or criminal use of Consultants or computer system or to obtain financial benefit for any party; to steal, take or provide unauthorized access of electronic data, including publicizing confidential electronic data or causing confidential electronic data to be accessible to unauthorized persons; transfer and for Third-Party Liability encompassing judgements or settlement and defense costs arising out of litigation due to a data breach and data breach response costs for customer notification and credit monitoring service fees. **District waives _____**

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

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

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

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

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

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

Acceptability of Insurers

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

Claims Made Policies (note – should be applicable only to professional liability, see below)
If any of the required policies provide claims-made coverage:

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

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

5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

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

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

5.2 SUSPENSION OF SERVICES

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

5.3 TERMINATION OF AGREEMENT

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

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

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

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

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

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

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

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

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

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

5.5 SAFETY

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

5.6 PROJECT STAFFING

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

5.7 INDEMNIFICATION

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.

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:	Verbal Behavior Associates
Name:	Matthew Howarth, PhD BCBA-D
Title:	President and CEO
Address:	14251 Danielson St. Poway, CA 92064
City/State/Zip Code:	Poway, CA 92064
Telephone:	858-699-7579
Email:	matt@vbasandiego.com

DISTRICT:	San Ysidro School District	
Name:	Marilyn Adrianzen	Oscar Madera
Title:	Chief Business Official	Special Education Director
Address:	4350 Otay Mesa Road	4350 Otay Mesa Road
City/State/Zip code:	San Ysidro, CA 92173	San Ysidro, CA 92173
Telephone:	(619) 428-4476	(619) 428-4476
Email:	marilyn.adrianzen@sysdschools.org	oscar.madera@sysdschools.org

6 ENTIRE AGREEMENT

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

7 WARRANTY OF AUTHORITY:

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

CONSULTANT	DISTRICT
Verbal Behavior Associates Firm Name	**San Ysidro School District** Firm Name
Signature of Authorized Agent	Signature
Matthew Howarth, PhD BCBA-D, President/CEO Print Name, Title	Marilyn Adrianzen, Chief Business Official Print Name, Title
Date:	Date
Phone Number: 858-699-7579	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 ECTION 45125.1 and
Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c)
Fingerprinting and Criminal Background Investigation Requirements

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

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

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

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

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

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

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

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

Company Name:_____

Name/title of authorized representative *(Print)* _____

Signature _____ Date _____

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

EXHIBIT A

SCOPE OF SERVICES

Verbal Behavior Associates will be providing Functional Behavior Assessment and attend the IEP meeting to present the report at a cost up to $2,400.00.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 11, 2019

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

FROM:
Educational Services
Manuela Colom, Executive Director

INITIAL:
☐ Informational
☒ Action

AGENDA ITEM: MEMORANDUM OF UNDERSTANDING WITH OUR LADY OF MT. CARMEL SCHOOL FOR TITLE I FUNDING AND SERVICES -REVISED

BACKGROUND INFORMATION:
As part of the Elementary and Secondary Education Act (ESEA) Memorandum of Understanding between the San Ysidro School District and Our Lady of Mt. Carmel School and the Private School Provisions as amended by the Every Student Succeeds Act, Title I, Part A: Districts receiving Federal financial assistance are required to provide services to eligible private school children, teachers and other personnel consistent with the number of eligible children enrolled in private elementary and secondary schools in the District or in the geographic area serviced by the entity receiving Federal financial assistance. These services and other benefits must be comparable to the services and other benefits provided to public school children and teachers participating in the program.

On January 24, 2019, the Governing Board approved funding for Our Lady of Mt. Carmel for Title I allocations for school year 2018-2019 in the amount of $15,510.00. The not to exceed amount is revised to reflect $15,593.00 to cover for all approved expenses.

RECOMMENDATION:
Approve the revised Memorandum of Understanding with Our Lady of Mount Carmel School for Title I funds and services for the 2018-2019 school year increasing the not to exceed amount to $15,593.00 to cover for all approved expenses.

LCAP GOAL AND ACTION/SERVICE:
Goal 1: Student Achievement - All students, including English Learners, will improve annually in all content areas. - Action 1.21 & Goal 3: Parent Engagement – Parent participation in the educational process will increase annually – Action 3.8

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

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

Total Allocation		
$15,593.00	Title I Fund	--
(Amount)	(Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

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

Memorandum of Understanding Title I - **REVISED**

Provision of Title I
Programs and Services to Private Schools
2018-2019 School Year

Section 1: General

The San Ysidro School District (SYSD) has been notified by Our Lady of Mt Carmel, a private school located within the geographic jurisdiction of this school district, of a request to participate in the Title I Program funded under the Elementary and Secondary Education Act, as amended by the Every Student Succeeds Act, Title I, Part A for the 2018-2019 school year.

This Memorandum of Understanding (MOU) contains a description of the nature and scope of services and products to be provided by SYSD to Our Lady of Mt Carmel in order to serve its Title I students.

Section 2: How will the students' needs be identified?

Students' academic needs are based on data analysis, grades, and teacher observations. For the 2018-2019 school year, Our Lady of Mt Carmel identified intervention services, specifically the Learning Support Program, as an area of need for its students.

Term: July 1, 2018 – June 30, 2019

Section 3: What services and products will be provided?

After a meeting on October 24, 2018 and per emails dated November 27, 2018 and November 30, 2018, Our Lady of Mt Carmel (OLMC) requested funding for the purchase of the following:

1. Dell All-In-One Desktops to provide academic support within the school day
2. 4 classroom licenses for Learning A-Z
3. PebbleGo by Capstone
   Five (5) databases covering the following topics – Animals, Science, Social Studies, Dinosaurs, Biographies
4. Copy paper for Title I parent involvement.
5. Professional development for teachers for instructional strategies in mathematics to improve student learning and SDE National Conference registration fees for 2 staff members.
6. Renaissance STAR 360 and Assessment

The total amount of Title I funding for school year 2018-2019 shall not exceed $15,593.00.

Section 4: How, when, where, and by whom will the services be provided?

(a) The purchases will be made by SYSD immediately following the approval of this MOU by the SYSD Governing Board. The computers will be used weekly

in the Learning Support Program at Our Lady of Mount Carmel school. Learning A-Z is used for grades Kindergarten through 3rd grade. Five (5) databases for PebbleGo by Capstone will be used for grades Kindergarten through 8th. Renaissance will be used for all grade levels as well. The items listed in section 3 will be provided for the use of Title I SYSD students enrolled at Our Lady of Mt Carmel.

(b) A series of professional development workshops between August 1, 2018 and April 1, 2019 will be provided to all teachers serving SYSD Title I students. Professional development activities will take place at various locations and provided by FACTS Education Solutions, LCC.

Section 5: How will the services be assessed and how will this information be used to improve the program?

Representatives of SYSD and Our Lady of Mt Carmel shall meet during the month of April of the year in which services have been offered to discuss the delivery and effectiveness of resources provided to Title I students and professional development services provided to teachers. Effectiveness of professional development will be determined through an evaluation by FACTS Education Solutions, LCC, and numerous walk-throughs and 2 informal classroom visitations by the principal of Our Lady of Mt Carmel. The representatives shall determine if any changes are needed in the program during the current or next school year.

Section 6: Other provisions including contract services through potential third-party providers and reversion of funds stipulations

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

Section 7: Signatures of authorized representatives

For Our Lady of Mt Carmel:

Name: _____ Phone No: _____

Signature: _____ Date: _____

Title: _____

For San Ysidro School District

Name: Marilyn Adrianzen Phone No: (619) 428-4476 x3004

Signature: _____ Date: _____

Title: Chief Business Official Revised – Board Approval 07-11-19

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 11, 2019

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

FROM:
Educational Services
Manuela Colom, Executive Director

INITIAL:
☐ Informational
☒ Action

AGENDA ITEM: PURCHASE AGREEMENT WITH COMMON GOAL SYSTEMS, INC. FOR THE TEACHEREASE SOFTWARE PROGRAM

BACKGROUND INFORMATION:
TeacherEase helps implement Standards-based learning and differentiated instruction in the classroom. For many teachers and organizations, Standards-based education is a big change and requires great effort. TeacherEase supports this process by providing world-class tools that make Standards-based practices easier.

The TeacherEase Online Program helps implement Standards-based learning and differentiated instruction in the classroom by providing world class tools that make practices easier. This program supports traditional and Standards-based grading, helps teachers save time, communicate with parents, and improve student performance. In addition, this program will serve as a parent communication portal.

Cost implications include access for teachers and administrators from our Middle Schools as follows:

School	*Teachers*	*Administrators*	*Total Cost*
San Ysidro Middle	33	4	$2,738.00
Vista Del Mar Middle	21	1	$1,628.00
Total			*$4,366.00*

RECOMMENDATION:
Approve the purchase agreement with Common Goal System, Inc. for the TeacherEase Software Program to serve as a parent communication portal for San Ysidro and Vista Del Mar Middle Schools at the total cost of $4,366.00 from the Supplemental and Concentration Fund.

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

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

Financial Implications?	Are funds for this item available in the 2019-2020 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	
$4,366.00 (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



COMMON GOAL SYSTEMS INC

Common Goal Systems, Inc.
P.O. Box 392
Lake Forest, IL 60045
Phone: (630)592-4200
Fax: (630)566-4202
FEIN #36-4471064 W-9

Subscription Order Form

Order Form #3728

In accordance with the TeacherEase Terms of Service (version 7/2009), the school or district below ("the School") offers to enter into agreement with Common Goal Systems, Inc ("CGS") for the services ("Services"), period ("Period"), and payment terms ("Payment Terms") listed below.

The School	
School Name:	Vista del Mar Middle
District:	San Ysidro School District
Address:	4885 Del Sol Blvd
City, State, Zip:	San Diego CA 92154
Phone:	619-661-0457

Services

Item #	Description	Paid Users	Yearly Unit Fee	Yearly Fee
1	Gradebook (Classic)	21	$74.00	$1,554.00
2	Admins	1	$74.00	$74.00
			Total:	**$1,628.00**

Period	
Start Date:	7/1/2019
End Date:	6/30/2020

Payment Terms
Due Upon Receipt

The undersigned, an authorized representative of the School, agrees to the TeacherEase Terms of Service (version 7/2009).

Name: Nadia Aviles
Title: Principal
Email: nadia.aviles@sysdschools.org
Signature:

Date:

Instructions	
1	Complete and sign this order form
2	Attach a check or purchase order. Make checks payable to "Common Goal Systems, Inc."
3	Return to Common Goal Systems, Inc. P.O. Box 392 Lake Forest, IL 60045 Fax: (630)566-4202
4	If you have questions, call 630-592-4200 x124 or email crose@common-goal.com



COMMON GOAL SYSTEMS INC

Common Goal Systems, Inc.
P.O. Box 392
Lake Forest, IL 60045
Phone: (630)592-4200
Fax: (630)566-4202
FEIN #36-4471064 W-9

Subscription Order Form

Order Form #3729

In accordance with the TeacherEase Terms of Service (version 7/2009), the school or district below ("the School") offers to enter into agreement with Common Goal Systems, Inc ("CGS") for the services ("Services"), period ("Period"), and payment terms ("Payment Terms") listed below.

The School	
School Name:	San Ysidro Middle School
District:	San Ysidro School District
Address:	4345 Otay Mesa Rd
City, State, Zip:	San Ysidro CA 92173
Phone:	619-428-5551

Services

Item #	Description	Paid Users	Yearly Unit Fee	Yearly Fee
1	Gradebook (Classic)	33	$74.00	$2,442.00
2	Admins	4	$74.00	$296.00
			Total:	**$2,738.00**

Period	
Start Date:	7/1/2019
End Date:	6/30/2020

Payment Terms
Due Upon Receipt

The undersigned, an authorized representative of the School, agrees to the TeacherEase Terms of Service (version 7/2009).

Name: Maria Rodriguez
Title: Principal
Email: maria.rodriguez@sysdschools.org
Signature:

Date:

Instructions	
1	Complete and sign this order form
2	Attach a check or purchase order. Make checks payable to "Common Goal Systems, Inc."
3	Return to Common Goal Systems, Inc. P.O. Box 392 Lake Forest, IL 60045 Fax: (630)566-4202
4	If you have questions, call 630-592-4200 x124 or email crose@common-goal.com

COMMON GOAL SYSTEMS INC (/home.aspx)

Terms of Service

This agreement is made and entered into by Common Goal Systems, Inc ("CGS"), an Illinois Corporation with its principal place of business at 188 Industrial Drive, Elmhurst, Illinois 60126, and the School for the Services, Period, and Payment Terms as defined in the TeacherEase Order Form. The TeacherEase Order Form and TeacherEase Terms of Service (version 5/2015), when accepted, constitutes the entire agreement ("Agreement") between the parties.

The School: When the School is referenced in this agreement, all terms referenced shall apply to any and all users from the School, which may include administrators, professionals, teachers, employees, and agents from the School. The School is responsible for its users' conformance to the agreement.

As Is: The School understands that the Services are provided "as is." CGS will make its best effort to maintain a properly functioning system and will respond to any malfunction as expeditiously as possible under the circumstances in existence when the non-conformance occurs. CGS makes no guarantee that the users and/or subscribers will not experience downtime, malfunction or problems due to network issues, software bugs, system failures, and/or unforeseen circumstance outside the control of CGS.

Third Party Fees: The Services need to be accessed via the Internet, the School is responsible for maintaining the infrastructure required to access the Services, at its own expense.

Payment: The Total Yearly Fee is due in full as specified by the Payment Terms. When applicable, CGS will handle payments through it's partner, WePay, as a third party, in which all parties are subject to its Privacy Policy (https://go.wepay.com/privacy-policy-us) and Terms of Service (https://go.wepay.com/terms-of-service-us). In the event the School fails so to pay, CGS reserves the right to cancel immediately this Agreement in its entirety, suspend the Services, and seek full remedies for the School's default.

Privacy: The Services store data of a confidential nature. CGS will not knowingly disclose or disseminate any confidential information to third parties without prior consent of the School. CGS may inspect certain confidential information for the purpose of system maintenance and to verify correct system operation.

Collection of Data From Children under age 13: The Child Online Privacy Protection Act (COPPA) requires parental consent for online collection of personal information from children under 13. The School acting as an agent of parents grants consent to CGS to collect children's personal information for educational purposes only. CGS is not allowed to use or disclose personal information for non-educational purposes.

Security: The Services have been designed to withstand breaches in the system from unknown entities. CGS will maintain the technical security of the Services to prevent unauthorized viewing of data; unauthorized modification of data; and denial of service to the user base.

Password Protection: Each user of the School will receive an account and password to access the Services. The School is responsible for maintaining the confidentiality of the account and password information. The School is fully responsible for all activities that occur under its password or account and by its users. The School understands and accepts that CGS cannot be held liable for any loss or damage arising from the School's failure to comply with this paragraph.

Data Integrity: The Services are regularly backed up. In the unlikely event that the Services should experience system failure, CGS will make its best efforts to return the system to its exact state as it existed prior to the failure. In the event this is not possible, the most recent backup will be restored. The School understands that such loss of data can occur.

System Availability: The Services have been designed to provide a highly available environment. However, the Services may become temporarily unavailable due to upgrades, system maintenance or unforeseen technical issues. In these instances, CGS will make its best effort to return the system to its functioning state as soon as feasible. The School understands and accepts that said temporary system unavailability may occur throughout the duration of this Agreement.

Responsibility for Content: The Services function as a communication device between the School and surrounding communities. The content of these communications are the sole responsibilities of the users from which this content originated. CGS does not control the content posted and, as such, does not guarantee the accuracy, integrity or quality of such content. CGS will not be liable in any way for content.

No subscriber, customer or user may upload, post, publish, transmit, reproduce, create derivative works of, or distribute in any way content, software or other material that is protected by copyright or other proprietary right, without obtaining any required permission of the owner. Any material shared by the Service must conform with the Content Sharing Agreement (version 10/2013) (../common/ContentSharingAgreement.aspx).

Member Conduct: Users shall not explore the Services and attempt to find security weaknesses. Any attempt to "hack" into the Services will result in suspension of the user's privileges and notification of the School.

Modifications to the Services: In an effort to improve quality, reliability, performance and features, CGS shall make changes to the Services throughout the duration of this Agreement. CGS reserves the right to modify the Services without notice. CGS shall not be liable for any modification, suspension or discontinuance of the Services or any part of the Services. CGS will make the final decision as to any/all changes made to the Services.

Indemnity: The School agrees to indemnify and hold CGS and its officers, agents, employees, and other partners harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of its use of the Services and any of the subject matter set forth in this Agreement.

Extension of Agreement: On or before the end of the Period, CGS may invoice the School for an additional calendar year of the Services. The fees may be the same or may increase up to 10% annually to reflect the current pricing of the Services. If the School chooses to pay the invoice, the School will receive the

Services for an additional calendar year under the existing terms of the Agreement.

Disclaimer of Warranties: The School expressly understands and agrees that the use of the Services is at its sole risk. The Services are provided on an "as is" basis. CGS expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, or fitness for a particular purpose and non-infringement. CGS makes no warranty that: 1) the Services will meet your requirements; 2) the Services will be uninterrupted, timely, secure or error-free; 3) the information obtained from the Services will be accurate or reliable; and 4) any errors in the Services will be corrected. No advice or information, whether oral or written, obtained by the School from CGS or through or from the Services shall create any warranty not expressly stated in this Agreement.

Limitation of Liability: The School expressly understands and agrees that it will not hold CGS liable for any direct, indirect, incidental, special, consequential or exemplary damages resulting from: 1) the use or the inability to use the Services; 2) the cost of procurement of substitute services; 3) unauthorized access to or alteration of the School's data; and/or 4) any other matter relating to the Services. Without waiving the foregoing limitation of liability, in the event the School should pursue any cause of action under this Agreement involving CGS, at CGS's discretion it may terminate the Agreement by refunding the subscription fee paid for the current year.

General Information: The terms of this Agreement constitute the entire agreement between the School and CGS and govern the School's use of the Services, superseding prior agreements between the parties. This Agreement shall be governed by the laws of the State of Illinois without regard to its conflict of law provisions. The School and CGS agree to submit to the personal and exclusive jurisdiction of the state court located within the County of DuPage, Illinois or if the claim is federal in nature, to the Northern District of Illinois. The failure of CGS to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. The School agrees that regardless of any statute or law to the contrary, any claim or cause of action arising out of this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

Attorney Review: The parties understand and agree that they have had the opportunity to review this Agreement with an attorney and have read and fully understand the content and the terms set forth in this Agreement.

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Share: (https://www.facebook.com/sharer/sharer) (https://twitter.com/share) (https://plus.google.com/share)

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 11, 2019

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

FROM:
Educational Services
Manuela Colom, Executive Director

INITIAL: CM

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH IMAGINE LEARNING FOR SITE LICENSES

BACKGROUND INFORMATION:
Imagine Learning was developed to engage students in an award-winning language and literacy software program that features interactive activities, videos, and games that are research-based, instructionally differentiated, and incredibly fun to use. Imagine Learning provides strategic first-language support in 15 languages to facilitate and enhance English language learning. As students become more proficient in English, this language support gradually fades, preparing students for English-only environments.

Imagine Learning provides the following:

- Seven (7) Annual Imagine Language & Literacy Site + Galileo K-12 Integrated Assessment and Español Site Licenses with Premier Success Level
- Seven (7) Imagine Learning Math Suite Annual Site Licenses Bundle – Imagine Math + Blueprint + Imagine Math Facts

RECOMMENDATION:
Approve the agreement with Imagine Learning for seven (7) Annual Imagine Learning & Literacy Site Licenses and seven (7) Imagine Learning Math Suite Annual Site License Bundles for the 2019-20 school year at a cost not to exceed $210,000.00 from the Title III fund.

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

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

Financial Implications?	Are funds for this item available in the 2019-2020 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	
$210,000.00 (Amount)	Title III 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

Imagine Learning

Bill To	Ship To
Accounts Payable San Ysidro School District 4350 Otay Mesa Rd. San Ysidro CA 92173	San Ysidro School District 4350 Otay Mesa Rd. San Ysidro CA 92173

QT63924
Date 6/18/2019
Valid Until 11/15/2019
Partnership Manager Yadira Cervantes

This proposal is provided as a courtesy to you, our customer. Please direct any questions to your Area Partnership Manager, at (714) 345-9389 or yadira.cervantes@imaginelearning.com.

Quantity	Item	Unit Price	Ext. Price
7	Imagine Language & Literacy +Galileo K-12 Integrated Assessment and Español Site License with Premier Success Level All students enrolled have an Imagine Language & Literacy license and Español license for one year from date of purchase. A Premier School Success Level includes onboarding, professional learning, and ongoing success coaching at the school. See Imagine Learning website/success page for details.		$350,000.00
7	Imagine Learning Math Suite Annual Site License Bundle Imagine Math + Blueprint + Imagine Math Facts Valid 8/01/2019 - 7/31/2020		$91,000.00
	Subtotal		$441,000.00
	Total Discount Percentage: 52% Total Discount Amount: $231,000.00		($231,000.00)

Include the quote number (#QT63924) and Accounts Payable email on all Purchase Orders.
Please fax, email or mail to:

Fax: (866) 507-9270
Email: PO@imaginelearning.com
Mail: Imagine Learning, Inc.
382 W. Park Circle, Ste 100
Provo, UT 84604

Subtotal	$210,000.00
Total Tax	$0.00
Total:	$210,000.00

Thank you for choosing Imagine Learning!

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Customer Registration

Thank you for considering Imagine Learning as your partner. We are committed to providing an excellent experience and delivering ongoing, high-quality service to you. **To get started, please enter the information listed below at the following link:**

Customer Registration

The following information will be requested to ensure a successful implementation:

1. **Selected Quote Number** - located in the upper right corner of the quote
2. **Schools** - List sites where the licenses will be utilized
3. **Contact Information** - Provide email and phone number for the following:
   - Implementation Contact - Who will be helping the sites implement the products?
   - Technical Contact - Who is responsible for reviewing technical specifications?
   - Rostering Contact - Who is responsible for rostering students?
   - Accounts Payable Contact - Who will be handling the financial aspect of the transaction?
4. **Billing & Shipping Addresses**
5. **Target Launch Date** - State the desired start date for student access
6. **Technical Specifications** - including:
   - Rostering Method
   - Device Type
   - Approximate number of students using licenses at each school
   - Review technical specifications at this website: Imagine Learning System Requirements

In order to achieve the desired success with student outcomes, customer agrees to implement and use the program(s) with fidelity in accordance with the minimum usage recommendations shown on the chart below:

Product	Grades	Session Length	Number of Sessions per Week
Imagine Language & Literacy	PreK - K	15 minutes	Struggling Readers: 3+ Students on or above grade level: 2+
	1 - 2	20 minutes	
	3 +	25 - 30 minutes	
Imagine Español	PreK - 1	15 - 20 minutes	All Students: 3
Imagine Math Facts	All	30 minutes	All Students: 1
Imagine Math	All	30 - 45 minutes	All Students: 2 +
Blueprint	PreK - 1	20 - 30 minutes	All Students: 3 - 4
STAAR Readiness	2 - 8	30 minutes	All Students: 2

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Imagine Learning
Privacy Policy

Imagine Learning's mission is to teach language and literacy to the children of the world. We are constantly innovating in order to improve the lives of children, and we recognize our moral and legal responsibility to protect student privacy and ensure data security.

This policy outlines Imagine Learning compliance with federal privacy laws and details our data stewardship and security practices.

COPPA compliance

The primary users of Imagine Learning are young children. The Children's Online Privacy Protection Act (COPPA) protects children under the age of 13. School officials and teachers are authorized under COPPA to provide consent on behalf of parents; therefore, Imagine Learning does not obtain parental consent directly. A teacher or school district official provides consent for a child under the age of 13 to use Imagine Learning when they create an Imagine Learning account for that child.

For more information about COPPA, you may visit OnGuard Online.

FERPA compliance

The Family Educational Rights and Privacy Act (FERPA) provides parameters for what is permissible when sharing student information. Imagine Learning is authorized by schools and districts under the FERPA "school official" exception to receive and use educational data to provide educational services. This data has significant educational value; apart from enabling the creation of accounts with which students access the Imagine Learning individualized learning path, the data allows teachers to track student growth and identify students who need intervention. This information is used only for academic purposes. We do not collect data for collection's sake, and access is limited and appropriate. See *Data Stewardship* for more information about how we use and protect data we collect.

Data Stewardship

This section provides information about Imagine Learning data stewardship practices and explains how we collect, use, and maintain student personal information.

Data collection

When a school or district creates a student account, Imagine Learning begins to collect information about students. Some of the data stored is personally identifiable information (PII).

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The following is a list of data fields that are populated to create a student account.

- First name
- Last name
- Grade level
- Language
- Student number
- Student username
- Password
- Organization number
- SSO ID

As students use Imagine Learning, additional data is collected, including assessment scores, curriculum progress, student audio recordings, and student responses to writing prompts.

Imagine Learning also collects some personal information about teachers and administrators when a school or district creates accounts. This data potentially includes first and last name, e-mail address, and school or district name.

Data use

Data we collect is used to provide educational services. For example, Imagine Learning makes audio recordings of a child reading and speaking. The audio recordings are played back to the child so she hears how she sounds. Teachers listen to the audio files for an accurate and descriptive measure of student progress. These audio recordings dramatically increase student reading and language fluency.

Imagine Learning tracks and assesses a student's development as they progress through the curriculum. This data is used to generate reports that allow teachers to evaluate student progress, identify students who need intervention, and discover students that can be taught together as a group. Imagine Learning does not sell student personal information, nor do we use or disclose the student information we collect for behavioral targeting of advertisements to students.

We retain some de-identified data (data we have made anonymous by removing all personally identifiable information) to conduct statistical research. This research helps us evaluate the effectiveness of Imagine Learning and improve our product.

Data disclosure and access

Imagine Learning acknowledges the right parents and legal guardians have under FERPA to review any educational data we collect pertaining to their children. Upon request, and after verifying identity, we will provide parents and legal guardians access to this data within 45 days. However, we recommend that parents first contact their child's school.

PII data collected by Imagine Learning is accessible only to a limited number of Imagine Learning employees who need the data to perform their job.

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Data retention and management

Data maintained by Imagine Learning is protected in a secure environment. See *Security Overview* for more information about Imagine Learning security practices.

All PII provided to Imagine Learning will be destroyed upon termination of our relationship with the school or district, or when it is no longer needed for the purpose for which it was provided.

Data destruction

Imagine Learning employs United States Office of Education best practice recommendations for data destruction.

Imagine Learning uses these processes for data destruction:

- Data is destroyed within 90 days of termination of a relationship with a school or district.
- Data is destroyed using National Institute of Standards and Technology (NIST) clear method sanitization that protects against non-invasive data recovery techniques.
- Sensitive data will not be disposed of using methods (e.g.; file deletion, disk formatting, and one-way encryption) that leaves the majority of data intact and vulnerable to being retrieved.
- The individual who performs the data destruction signs a certification form describing the destruction.
- Occasionally, non-electronic media used within Imagine Learning may contain PII. When these documents are no longer required, the non-electronic media is destroyed in a secure manner (most typically using a shredder) that renders it safe for disposal or recycling.

Security overview

At Imagine Learning, we are serious about our data stewardship responsibilities. We have implemented several security measures to protect PII from unauthorized disclosure.

Software security

Imagine Learning has implemented privacy and security practices which are compliant with FERPA and COPPA; however, to achieve comprehensive protection of student PII, it is necessary for each school or district to use secure practices as well.

Data encryption

Data is encrypted in transit and at rest.

File Transfer Protocol

Data is securely transferred to Imagine Learning using File Transfer Protocol (FTP) over secure (SSL/TLS) cryptographic protocol.

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Firewalls
Anti-virus software and firewalls are installed and configured to scan our system. The firewall is periodically updated and configured so users cannot disable the scans.

Security audits
Imagine Learning conducts security audits and code reviews, both by outside providers and by executive summary.

Secure programming practices
Imagine Learning software developers are aware of secure programming practices and strive to avoid introducing errors in our application (like those identified by OWASP and SANS) that could lead to security breaches.

Account protection
Each user of Imagine Learning is required to create an account with a unique account name and password. Single Sign-On (SSO) users are authenticated with secure tokens.

Facility security

Imagine Learning is located inside the continental United States. Physical access is protected by electronic access devices, with monitored security and fire/smoke alarm systems.

Employee compliance with security procedures

Imagine Learning has designated a chief security officer to oversee employee security training and compliance. The chief security officer also oversees the storage and destruction of sensitive data.

Changes to our privacy policies

Imagine Learning periodically reviews the processes and procedures described in this document to verify that we act in compliance with this policy. If we determine that a change is necessary to improve our privacy practices, we may amend this policy. Changes will be posted 30 days prior to their implementation.

Privacy policy effective: January 1, 2015

Policy last updated: January 23, 2015

Contact us

If you have questions or concerns about Imagine Learning privacy practices, you may send an email to privacy@imaginelearning.com.

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SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 11, 2019

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

FROM:
Educational Services
Manuela Colom, Executive Director

INITIAL:
☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH THE PARENT INSTITUTE FOR QUALITY EDUCATION (PIQE)

BACKGROUND INFORMATION:
The Parent Institute for Quality Education (PIQE) creates partnerships between parents, students and educators to further students' academic success. As a result of their work in parent engagement, more than 1.5 million under-served student's educations have been enhanced since their inception in 1987. Public schools value them, parents need them, and students use them as a springboard to their own personal and career success.

PIQE will provide family engagement courses during the 2019-20 school year at the seven schools in our District. PIQE will recruit parents, provide a needs-assessment session, will conduct a series of weekly training sessions for parents and will have a graduation ceremony with certificates given to parents who attend four sessions or more. The training is designed to develop skills and techniques which will enable parents to address the educational needs of their school-aged children.

RECOMMENDATION:
Approve the agreement with the Parent Institute for Quality Education for the 2019-20 school year at a cost not to exceed $42,000.00 from the Title I fund.

LCAP GOAL AND ACTION/SERVICE:
Goal 3: Parent Engagement - Action: 3.3: Provide professional development opportunities for parents to learn about the educational system and how they can support their children.

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

Financial Implications?	Are funds for this item available in the 2019-2020 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	
$42,000.00 (Amount)	Title I 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 12th day of July, 2019, by and between the San Ysidro School District, hereinafter called the "District", and

Parent Institute For Quality Education (PIQE) Company/Consultant	(619) 420-4730 Telephone Number
22 W. 35th Street, Suite 203, National City, CA 91950 Address	www.piqe.org Email

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

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

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

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

1.2 TERM

From: July 1, 2019 To: June 30, 2020

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

2 FEES AND PAYMENTS

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

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

3. ADDITIONAL SERVICES.

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

4 RESPONSIBLIITIES OF CONSULTANT

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

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

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

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

at all times be under Consultant's 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.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation (Employer's Insurance if applicable):** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of San Ysidro School District.
4. **Professional Liability (Errors and Omissions):** Insurance appropriates to the 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 $2,000,000 per occurrence with an aggregate limit of not less than $5,000,000 and shall cover all of Consultant's employees, officials and agents. Coverage shall apply to any dishonest, fraudulent, malicious or criminal use of Consultants or computer system or to obtain financial benefit for any party; to steal, take or provide unauthorized access of electronic data, including publicizing confidential electronic data or causing confidential electronic data to be accessible to unauthorized persons; transfer and for Third-Party Liability encompassing judgements or settlement and defense costs arising out of litigation due to a data breach and data breach response costs for customer notification and credit monitoring service fees. **District waives** _____

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

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

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

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

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

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

Acceptability of Insurers

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

Claims Made Policies (note – should be applicable only to professional liability, see below)
If any of the required policies provide claims-made coverage:

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

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

5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

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

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

5.2 SUSPENSION OF SERVICES

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

5.3 TERMINATION OF AGREEMENT

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

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

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

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

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

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

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

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

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

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

5.5 SAFETY

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

5.6 PROJECT STAFFING

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

5.7 INDEMNIFICATION

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.

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:	Parent Institute for Quality Education (PIQE)
Name:	Carmen Russian
Title:	Executive Director
Address:	22 W. 35th Street, Suite 203
City/State/Zip Code:	National City, CA 91950
Telephone:	(619) 420-4730 / Fax (619) 420-4505
Email:	crussian@piqe.org

DISTRICT:	San Ysidro School District	
Name:	Manuela Colom	
Title:	Executive Director – Educational Services	
Address:	4350 Otay Mesa Road	
City/State/Zip code:	San Ysidro, CA 92173	
Telephone:	(619) 428-4476	
Email:	Manuela.com@sysdschools.org	

6 ENTIRE AGREEMENT

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

7 WARRANTY OF AUTHORITY:

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

CONSULTANT

Parent Institute for Quality Education
Firm Name

Signature of Authorized Agent

Print Name, Title

Date:

DISTRICT

San Ysidro School District
Firm Name

Signature

Marilyn Adrianzen, Chief Business Official
Print Name, Title

Date

Board Approved:

Revised 09-13-18

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

SCHOOL SAFETY CERTIFICATION FORM

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

The San Ysidro School District (District) has determined under Education Code Section 45125.1, 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 _____

MEMORANDUM OF UNDERSTANDING

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

From: Carmen Russian, Executive Director

Date: May 24, 2019

In consideration of the recitals and mutual obligations of the parties herein expressed, the Parent Institute for Quality Education (PIQE) and San Ysidro School District agree as follows:

Recitals:

A. Scope of Services: PIQE will provide its Family Literacy (K-3rd grade) and Parent Engagement in Education courses for the parents of the children enrolled in the seven schools in the district above mentioned. PIQE will recruit parents by phone, provide a needs-assessment session, a series of weekly training sessions for parents culminating in a graduation ceremony with certificates given to parents who attend four core sessions or more. PIQE's Family Literacy program introduces parents to the Common Core State Standards and Dr. John Shefelbine's Reading Framework of Skills. Parents also learn fun, interactive, and purposeful reading strategies to use with their families. PIQE's Parent Engagement in Education training teaches parents how to navigate the school system, how to access relevant information, understand college admission requirements, and obtain other information vital to the academic success of their school-age children.

B. Location: La Mirada Elementary, Ocean View Hills, San Ysidro Middle, Smythe Elementary, Sunset Elementary, Vista del Mar Middle and Willow Elementary of the San Ysidro School District.

C. Period of Performance: During School Year 2019 – 2020.

Compensation:

1. The school agrees to pay a flat fee of (no less than $6,000) per school for the implementation of the PIQE programs. The flat fee covers the cost of (1 or 2) instructors and Parent Engagement in Education course material for a maximum of (35 – 70). In the case of Family Literacy program, an additional fee of $30 per parent will be charged to cover the cost of the *Family Time Reading* workbook. In addition, a fee of $150.00 will be assessed for each parent graduate (those who attended four or more classes during the 9-week course) exceeding the 70-parent maximum. **Initials**_____

2. If any of the school is interested in opening an additional class the district will agree to pay an additional $2,000. **Initials**_____

22 W. 35th Street Suite 203, National City, CA 91950
Telephone: 619-420-4730 Fax: 619-420-4505
www.piqe.org

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I accept these services at _____ under the terms and conditions noted.

_____ _____

Gina A. Potter, Ed.D., Superintendent Date
San Ysidro School District

_____

Carmen Russian, Executive Director PIQE

22 W. 35th Street Suite 203, National City, CA 91950
Telephone: 619-420-4730 Fax: 619-420-4505
www.piqe.org

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SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 11, 2019

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

FROM:
Educational Services
Manuela Colom, Executive Director

INITIAL: CM

☐ Informational
☒ Action

AGENDA ITEM: INTERDISTRICT ATTENDANCE AGREEMENT WITH SAN DIEGO UNIFIED SCHOOL DISTRICT

BACKGROUND INFORMATION:
Interdistrict Attendance Agreements with neighboring school districts are submitted to the Governing Board for approval. Agreements could be valid for a minimum of 1 year up to a maximum of 5 years. If there is sufficient room in the District's school and program of desired attendance, requests will be considered provided the reasons are justifiable and in accordance with the District's Governing Board Policy. Students will have to re-apply for the interdistrict transfer on a yearly basis.

The Interdistrict Attendance Agreement with the San Diego Unified School District has been updated to reflect changes in the transfer conditions, appeal process and it is valid for up to 5 years (2019-2024).

RECOMMENDATION:
Approve/Ratify the revised Interdistrict Attendance Agreement with San Diego Unified School District extending the term to 2019-2024 school years.

LCAP GOAL AND ACTION/SERVICE:
N/A

☐ **Renewal** ☐ **New** ☐ **Amendment** ☒ **Ratify** ☒ **Other - Revised**

Business Services Reviewed: MW

Financial Implications? ☐ Yes ☒ No

Are funds for this item available in the 2019-2020 Budget? ☐ Yes ☐ No

Requisition #

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

School Districts of San Diego County
INTERDISTRICT ATTENDANCE AGREEMENT

This agreement made and entered into this 1st of July, 20 19, by and between the San Diego Unified School District of San Diego County and the San Ysidro School District of San Diego County, is effective only for the school year(s) 20 19 - 20 24 (up to five years) and neither party is bound by any of the covenants herein contained after the expiration of said school year.

The above mentioned parties mutually agree as follows:

1. Each of the districts will accept insofar as enrollment capacities permit, students who are residents of the other said district who have proper permits for attendance from the district superintendent or his designee of the school district of residence who are eligible to attend the classes of the schools operated by the district of attendance, and who are acceptable to said district of attendance.
2. The respective school districts will furnish the said pupils the same advantages, supplies, and regular instructional services as are furnished to the pupils in attendance at their respective schools, exclusive of transportation to and from said schools unless special arrangements are previously agreed upon.
3. In accordance with Education Code Section 46607, the attendance of said pupils shall be credited as follows (check appropriate boxes):
   - ☑ The attendance shall be credited to the district of attendance with the district of attendance assuming all costs of education unless other arrangements are jointly agreed upon.
   - ☑ For districts with 25 percent or more reduction in PL 81-874 funds as a result of interdistrict attendance, the attendance shall be credited to the district of residence with tuition — not to exceed the actual cost per ADA for the grade level or program less any income, other than tuition, received by the district of attendance on account of such attendance — to be paid to the district of attendance.
   - ☑ Consortium of School Districts Operating Adult Programs: The attendance may be credited on the basis of the district of residence with interdistrict tuition paid to the district of attendance as agreed to by the participating districts.
4. Final payment, if any, to be made to the district no later than August 31, after the close of the fiscal year.

TERMS & CONDITIONS **SYSD requires for students to re-apply for interdistrict transfers annually

1. As per district policy or regulations, the district of attendance may revoke individual interdistrict attendance permits should a transferred student fails to adhere to the district's standards for student conduct, attendance or academic performance.
2. Additional conditions:
   - ☑ Permits may be authorized with a limited term to allow attendance through the end of a grading period or school year.
   - ☑ A district of attendance may require reapplication for admission an annual basis.
   - ☑ Other, specify: Some schools are impacted. Parents must submit an Enrollment Options application and be accepted through the district process once admitted. Location of the school site is at the discretion of the receiving district.

DISTRICT PROCESS TO APPEAL OF DENIALS OR REFUSALS

District: San Diego Unified School District	District: San Ysidro School District
Initial Approval / Denial: Administrative Aide-Bilingual	Initial Approval / Denial: Executive Director in Ed. Services
Appeal: Administrative Assistant II - Bilingual	Appeal: Executive Director
Personal Conference: Operation Support Center	Personal Conference: Executive Director

SIGNATURES

IN WITNESS WHEREOF, the governing boards of said districts have approved this agreement on the dates indicated below and authorized their representatives to sign in their behalf.

Signature: Andrea R. Ubera	Signature:
Title: Strategic Sourcing and Contracts Officer	Title: Chief Business Official
District: San Diego Unified School District	District: San Ysidro School District
Date Approved by Governing Board: May 28, 2019	Date Approved by Governing Board:

343-Business Services
San Diego County Office of Education
March 2016

Approved as to Form and Legality
Kimberly A. Chapin, Assistant General Counsel II
San Diego Unified School District

Approved in a public meeting of the Board of Education of the San Diego Unified School District on: 5·28·19
Marty Stultz, Board Action Officer
San Diego Unified School District

WHITE - District Files
CANARY - County Office
PINK - District Files

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 11, 2019

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

FROM:
Educational Services
Manuela Colom, Executive Director

INITIAL:
☐ Informational
☒ Action

AGENDA ITEM: AMENDMENT TO THE SERVICE AGREEMENT WITH SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS FOR PRINCIPALS' COACHING AND PROFESSIONAL DEVELOPMENT

BACKGROUND INFORMATION:
The purpose of the partnership with the San Diego County Superintendent of Schools (SDCSS) is to support the District in creating a coherent system of high quality teaching and learning that results in every student succeeding through development in the following key areas: • Develop site and district leaders shared understanding of effective practices of instructional leaders, • Introduce a research-based instructional framework to support the development of a common understanding and language around high quality teachir and learning, and • Develop shared vision of high quality teaching and learning indicators with a focus on strong first universal instruction.

Proposed supports from SDCSS: • Principal Coaching, • Professional Development – Targeted feedback institute, • Instructional Technology Support, • Strategic Plan and • Strengths finder.

This agreement was originally Board approved on October 11, 2018 and needs to be amended to extend the services up to school year 2019-2020, all remaining terms, conditions and fees shall remain unchanged.

RECOMMENDATION:
Approve the amendment to the service agreement with the San Diego County Superintendent of Schools for Principals' coaching and professional development to extend the services up to school year 2019-20 at no additional cost to the District.

LCAP GOAL AND ACTION/SERVICE:
Goal 1: Student Achievement - Action 1.15: Provide professional development opportunities for site and district administrators to support teaching and learning and to strengthen educational practices. 1.16: Provide professional development for specific programs implemented in middle schools and/or elementary schools.

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

Financial Implications? ☒ Yes ☐ No

Are funds for this item available in the 2019-2020 Budget? ☒ Yes ☐ No

Requisition #:

$23,700.00	Title II Fund	--
(Amount)	(Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

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

AMENDMENT TO AGREEMENT

This Amendment to Agreement (this "**Amendment**") is dated as of April 22, 2019 and is made by and between the San Diego County Superintendent of Schools ("**County**"), and San Ysidro School District ("**District**"). County and Consultant may be collectively referred to as the "**Parties**":

This Amendment is made with reference to the following facts and objectives:

A. County and District are parties to County Agreement No. 18190682 dated November 26, 2018. The Original Agreement and all prior Amendments may be collectively referred to as "**Agreement**".

B. The Parties wish to amend the Agreement as stated below.

   a. Agreement terms shall be extended into the 2019-20 fiscal year and end June 30, 2020, instead of June 30, 2019.

C. All terms not specifically changed by this Amendment shall remain in full force and effect as stated in the agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as set forth below.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the effective date set forth above.

SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS	**SAN YSIDRO SCHOOL DISTRICT**
By (Authorized Signature)	By (Authorized Signature)
Michael Simonson	
Name (Type or Print)	Name (Type or Print)
Assistant Superintendent, Business Services	
Title	Title
Date	Date

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 11, 2019

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

FROM:
Educational Services
Manuela Colom, Executive Director

INITIAL:
☐ Informational
☒ Action

AGENDA ITEM: IN LIEU OF TRANSPORTATION AGREEMENT

BACKGROUND INFORMATION:
In compliance with the McKinney-Vento Act, the San Ysidro School District through its Families First Program promotes educational success for children experiencing non-permanent housing. Students are encouraged to attend the school in which they were last enrolled; even if they have moved away from the school's attendance zone or district. This includes assisting the student with transportation to/from the student's current residence to the school of origin.

During the school year, there is a need to provide transportation services or assist families by reimbursing the parents daily mileage to/from the school site and the student's place of residence. The per mile rate for reimbursement is based on the current IRS rate, payable monthly upon receipt and verification of a daily mileage report with required information. Parents participating in a In Lieu of Transportation Agreement, shall at their own expense, carry adequate automobile liability insurance for the term of this agreement. The District has a current need for one (1) family.

RECOMMENDATION:
Approve/Ratify the In Lieu of Transportation Agreement with a McKinney-Vento family from April 2019 to April 2020. Mileage reimbursement will be paid from McKinney-Vento funds.

LCAP GOAL AND ACTION/SERVICE:
Goal 2: Safety, Climate and Student Engagement - Action 2.10: Continue to provide a Foster Youth/Homeless Manager to support students and parents and to monitor student progress.

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

Financial Implications?	Are funds for this item available in the 2018-2020 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	
Up to $1,200.00 (Amount)	McKinney-Vento Funds (Name of funding source and/or location)	0100-5630000-1110-10000-5200003-061 (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

"IN LIEU OF TRANSPORTATION" AGREEMENT

This Agreement is entered between the San Ysidro School District, hereafter referred to as "District" and "Parent(s)" _____. The term of the agreement is from _____ to _____.

WHEREAS, the term "Parent(s)" may include the mother, father, adoptive parent, foster parent, legal guardian, representative of the child and who is authorized to make decisions for the child.

WHEREAS, Students who are enrolled in Non-Public School (NPS) may require transportation. In some cases, Parent(s) agree to transport their student(s) to and from a NPS site and the student's place of residence as indicated in the student's Individual Educational Plan (IEP).

WHEREAS, Students who qualify under the McKinney-Vento Act and are enrolled in the San Ysidro School District may require transportation. In some cases, Parent(s) agree to transport their student(s) to and from a District school site and the student's place of residence.

WHEREAS, the District agrees to reimburse the daily mileage to and from the student's place of residence and the District site. Reimbursements will be paid on a monthly basis upon receipt and verification of a daily mileage report with required information. The mileage reimbursement rate is based on the current IRS rate. This information is to be submitted to the Educational Services office on a timely manner.

WHEREAS, Parent(s) shall, at their expense, procure and maintain for the duration of this agreement automobile 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 Parent(s), its agents and/or representatives. Such insurance shall survive after this agreement as permitted by law. Parent(s) are required to provide proof of automobile insurance upon entering this agreement.

WHEREAS, Parent(s) shall maintain and provide a valid driver's license for the duration of this agreement.

WHEREAS, Parent(s) agrees to protect, save, defend, indemnify and hold harmless the District, their Governing Boards and each member thereof, their officers, employees, agents and volunteers from any and all claims, liabilities, expenses and/or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, arising out of or in any way connected with the negligent acts, errors or omissions or willful misconduct by Parent(s), Parent(s) agents and/or representatives under this Agreement. This hold harmless Agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Parent(s).

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

This agreement is entered into this _____:

FOR THE PARENT:	FOR THE DISTRICT:
_____	_____
Signature of Authorized Agent	Signature
_____	_____
Print Name, Title	Print Name, Title
_____	_____
Date:	Date
_____	_____
Phone Number	Board Approved

Required Documents (Received) ❑ **Proof of Car Insurance (current)** ❑ **Valid Driver's License(s)**

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 11, 2019

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

INITIAL: MW

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH WENGER & ASSOCIATES, LLC – AMENDMENT NO. 1

BACKGROUND INFORMATION:
Wenger & Associates, LLC provides training and publications that are designed with the end user in mind, communicating complex laws and processes in an easy to understand format. They offer professional development programs, including student attendance, associated student bodies, building compliant school plans, revenue maximization, school site committees, and other areas. Wenger & Associates assists schools with their efforts to implement adequate internal controls, improve attendance tracking procedures and can assist with State certification of the District's systems.

This Amendment extends the term of the agreement through June 30, 2020 at no additional cost to the District. All other terms and conditions remain unchanged including the total cost of $9,500.00 to be paid from the General fund.

RECOMMENDATION:
Approve/Ratify Amendment No. 1 to the Wenger & Associates, LLC Agreement to extend the term of the agreement through June 30, 2020 to continue with Professional Development on Attendance Accounting and to create an attendance manual for staff at no additional cost.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

Financial Implications?	Are funds for this item available in the 2019-2020 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	
$9,500.00 (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

AMENDMENT #1 TO AGREEMENT FOR PROFESSIONAL SERVICES

The AGREEMENT made and entered into on October 12, 2018 between **Wenger & Associates, LLC** (Contractor) and **San Ysidro School District** (District) is hereby amended as follows:

1. PERIOD OF AGREEMENT: The period of the Agreement shall be extended through June 30, 2020.

2. FEES: The remaining balance on the agreement as of June 30, 2019 shall be carried-forward to the new period of the agreement.

All other terms and conditions remain unchanged.

-DISTRICT-
SAN YSIDRO SCHOOL DISTRICT

By: _____
Marilyn Adrianzen
Title: Chief Business Official

Dated _____

Board Approved: _____

-CONTRACTOR-
WENGER & ASSOCIATES, LLC

By: _____ CEO
Jeri A. Wenger, CEO
Fed. I.D. # 45-3743546

Dated 6/24/2019

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board **BOARD MEETING DATE:** July 11 2019

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

FROM:
Special Education,
Oscar Madera, Director

INITIAL:
☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH FAMILY VISION CARE

BACKGROUND INFORMATION:
Family Vision Care will be providing vision therapy services for a student with special needs per Individualized Education Program (IEP).

RECOMMENDATION:
Approve/Ratify the agreement with Family Vision Care to provide vision therapy services for a student with special needs per his IEP at a cost up to $2,400.00 from the Special Education fund.

LCAP GOAL AND ACTION/SERVICE:
1.21 Continue to provide site and/or district based academic intervention programs to serve the districts subgroups (i.e. English Learners, Low Income, Students with Disabilities, etc) and educationally disadvantaged students in program improvement schools. Personnel (e.g. instructional aides) may be hired to support in-class interventions for all student subgroups and educationally disadvantaged students at all school sites.

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

Financial Implications? ☒ Yes ☐ No

Are funds for this item available in the 2019-2020 Budget? ☒ Yes ☐ No

Requisition #

$2,400.00	Special Education	--
(Amount)	(Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 11th day of July 2019, by and between the San Ysidro School District, hereinafter called the "District", and

Family Vision Care Company/Consultant	(858) 560-5181 Telephone Number
4310 Genesee Ave, Ste. 101, San Diego, CA 92117 Address	vt@visionsource-drsneag.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

From: July 1, 2019 To: June 30, 2020

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

2 FEES AND PAYMENTS

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

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

3. ADDITIONAL SERVICES.

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

4 RESPONSIBLIITIES OF CONSULTANT

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

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

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

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

at all times be under Consultant's 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.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation (Employer's Insurance):** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of San Ysidro School District.
4. **Professional Liability (Errors and Omissions):** Insurance appropriates 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 $2,000,000 per occurrence with an aggregate limit of not less than $5,000,000 and shall cover all of Consultant's employees, officials and agents. Coverage shall apply to any dishonest, fraudulent, malicious or criminal use of Consultants or computer system or to obtain financial benefit for any party; to steal, take or provide unauthorized access of electronic data, including publicizing confidential electronic data or causing confidential electronic data to be accessible to unauthorized persons; transfer and for Third-Party Liability encompassing judgements or settlement and defense costs arising out of litigation due to a data breach and data breach response costs for customer notification and credit monitoring service fees. **District waives** _____

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

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

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

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

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

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

Acceptability of Insurers

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

Claims Made Policies (note – should be applicable only to professional liability, see below)
If any of the required policies provide claims-made coverage:

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

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

5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

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

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

5.2 SUSPENSION OF SERVICES

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

5.3 TERMINATION OF AGREEMENT

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

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

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

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

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

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

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

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

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

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

5.5 SAFETY

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

5.6 PROJECT STAFFING

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

5.7 INDEMNIFICATION

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.

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.

CONSULTANT:	Family Vision Care
Name:	GARY SNEAG, O.D, FCOVD
Title:	Owner
Address:	4310 Genesee Ave, Ste. 101
City/State/Zip Code:	San Diego, CA 92117
Telephone:	(858) 560-5181
Email:	vt@visionsource-drsneag.com

DISTRICT:	San Ysidro School District	
Name:	Manuela Colom	Oscar Madera
Title:	Executive Director, Educational Serv	Special Education Director
Address:	4350 Otay Mesa Road	4350 Otay Mesa Road
City/State/Zip code:	San Ysidro, CA 92173	San Ysidro, CA 92173
Telephone:	(619) 428-4476	(619) 428-4476
Email:	Manuela.colom@sysdschools.org	oscar.madera@sysdschools.org

6 ENTIRE AGREEMENT

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

7 WARRANTY OF AUTHORITY:

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

CONSULTANT

Family Vision Care
Firm Name

Signature of Authorized Agent

Gary Sneag, O.D, FCOVD, Owner
Print Name, Title

Date:

Phone Number: (858) 560-5181

DISTRICT

San Ysidro School District
Firm Name

Signature

Marilyn Adrianzen, Chief Business Official
Print Name, Title

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 ECTION 45125.1 and
Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c)
Fingerprinting and Criminal Background Investigation Requirements

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

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

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

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

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

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

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

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

Company Name:_____

Name/title of authorized representative *(Print)* _____

Signature _____ Date _____

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

EXHIBIT A

SCOPE OF SERVICES

Family Vision Care will provide 24 vision therapy sessions for a student with special needs at a cost not to exceed **$2,400.00.**

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 11, 2019

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

INITIAL: MA

☐ Informational
☒ Action

AGENDA ITEM: LETTER OF ENGAGEMENT WITH WILKINSON HADLEY KING & CO. LLP

BACKGROUND INFORMATION:
California Ed Code requires that an annual external audit of financial statements be conducted to ensure proper reporting is followed; in addition, compliance is tested. The firm of Wilkinson Hadley King & Co. LLP is a local accounting firm with more than thirty years of experience in auditing school districts, governmental agencies, and nonprofit organizations. They maintain the necessary insurances to protect against fraud, errors and omissions.

Wilkinson Hadley King & Co. LLP will be responsible for the complete audit for the District which includes audit of financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements which collectively comprise the basic financial statements of the district as of and for the year ended June 30, 2019. The audit is expected to begin after year end and reports will be issued no later than December 15, 2019.

RECOMMENDATION:
Approve the letter of engagement with Wilkinson Hadley King & Co. LLP for auditing services for fiscal year 2018-19 in an amount up to $18,250.00 from the General fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

Financial Implications? ☐ Yes ☒ No

Are funds for this item available in the 2019-2020 Budget? ☐ Yes ☐ No

Requisition #

$18,250.00	General Fund	--
(Amount)	(Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

Gina A. Potter

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

P. Robert Wilkinson, CPA
Brian K. Hadley, CPA

WILKINSON HADLEY KING & CO. LLP
CPAs AND ADVISORS

Aubrey W. Mann, CPA
Kevin A. Sproul, CPA

June 11, 2019

To Governing Board and Management
San Ysidro School District
4350 Otay Mesa Road
San Diego, CA 92173-1617

We are pleased to confirm our understanding of the services we are to provide San Ysidro School District for the year ended June 30, 2019. We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of San Ysidro School District as of and for the year ended June 30, 2019. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement San Ysidro School District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to San Ysidro School District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1) Management's Discussion and Analysis.
2) Budgetary Comparison Schedule – General Fund & Major Special Revenue Funds
3) Schedule of the District's Proportionate Share of the Net Pension Liability – CalSTRS
4) Schedule of the District's Contributions – CalSTRS
5) Schedule of the District's Proportionate Share of the Net Pension Liability – CalPERS
6) Schedule of the District's Contributions – CalPERS
7) Schedule of Changes in the District's Total OPEB Liability and Related Ratios

We have also been engaged to report on supplementary information other than RSI that accompanies San Ysidro School District's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

1) Schedule of expenditures of federal awards.
2) Combining Statements
3) LEA Organization Structure
4) Schedule of Average Daily Attendance
5) Schedule of Instructional Time
6) Schedule of Financial Trends and Analysis
7) Reconciliation of Annual Financial and Budget Report with Audited Financial Statements
8) Schedule of Charter Schools

RECD ADMINISTRATION
JUN 13 '19 PM5:32

El Cajon Office
218 W. Douglas Avenue El Cajon, CA 92020
Tel. (619) 447-6700 Fax (619) 447-6707

Berkeley Office
2001 Addison Street, 3rd Floor, Berkeley, CA 94704
Tel. (510) 679-6900 Fax (510) 679-6901

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).
- An opinion (or disclaimer of opinion) on compliance with state statutes, regulations, and the terms and conditions of state awards that could have a direct and material effect on each identified program in accordance with the *2018-19 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting* prescribed in *Title 5, California Code of Regulations, Section 19810.*

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the governing board of San Ysidro School District. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the school district or to acts by management or employees acting on behalf of the school district. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs.

However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the school district and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of San Ysidro School District's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of San Ysidro School District's major programs. The purpose of these procedures will be to express an opinion on San Ysidro School District's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Education Code 41020 requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with state statutes, regulations, and the terms and conditions of state awards applicable to programs identified in the Guide. Our procedures will consist of tests of transactions and other applicable procedures described in the *2018-19 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting* for programs applicable to San Ysidro School District.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of San Ysidro School District in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that school district programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the school district from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the school district involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the school district received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the school district complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review when we arrive for interim testing.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards.

You also agree to make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We may from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification.

The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the school district; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Wilkinson Hadley King & Co. LLP and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the California State Controller's Office or its designee, the California Department of Education or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Wilkinson Hadley King & Co. LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the California State Controller's Office. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately April 1, 2019 and to issue our reports no later than December 15, 2019. Brian Hadley is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed $18,250. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to San Ysidro School District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Wilkinson Hadley King + Co LLP

Wilkinson Hadley King & Co. LLP

RESPONSE:

This letter correctly sets forth the understanding of San Ysidro School District.

Management signature: Marilyn Adrianzen

Title: Chief Business Official

Date:

Date Approved by Governance: 07-11-19

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 11, 2019

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

FROM:
Educational Services
Manuela Colom, Executive Director

INITIAL:
☐ Informational
☒ Action

AGENDA ITEM: MEMORANDUM OF UNDERSTANDING WITH BLUE SHIELD OF CALIFORNIA PROMISE HEALTH PLAN TO PARTICIPATE IN THE FAMILIES FIRST RESOURCE FAIR

BACKGROUND INFORMATION:
Blue Shield of CA Promise Health Plan is committed to providing health care that is medically excellent, ethically driven, and delivered in a patient-centered environment. It also recognizes the positive relationship between health education, a culture of wellness, and an emphasis on prevention and cost-effective care delivery.

The Memorandum of Understanding between San Ysidro School District and Blue Shield of California Promise Health Plan is needed to acknowledge that it is authorized to provide information to our families during the 5th Annual Families First Resource Fair scheduled for July 27, 2019.

Blue Shield of California Promise Health Plan will send two State certified representatives whom will provide only State-approved materials regarding health plans to our families at no cost to San Ysidro School District nor our families.

RECOMMENDATION:
Approve the Memorandum of Understanding with Blue Shield of California Promise Health Plan to participate in the Families First Resource Fair scheduled for July 27, 2019 at no cost to the District.

LCAP GOAL AND ACTION/SERVICE:
Goal 2: Safety, Climate and Student Engagement - Action 2.10: Continue to provide a Foster Youth/Homeless Manager to support students and parents and to monitor student progress

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

Financial Implications?	Are funds for this item available in the 2019-2020 Budget?	Requisition #
☐ Yes ☒ No	☐ Yes ☐ No	
N/A (Amount)	N/A (Name of funding source and/or location)	-- (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

AUTHORIZATION TO CONDUCT ACTIVITIES
(Memorandum of Understanding)
Offsite Event Participation

This acknowledges that representatives of ***Blue Shield of CA Promise Health Plan*** have authorization to provide information to patrons of this establishment for the purpose of educating about their health plan and the Medi-Cal program.

I further understand that ***Blue Shield of CA Promise Health Plan*** will only use State certified representatives to provide information at this event, and that these individuals will only use State-approved materials. There will be no exchange of payment, commission or other fees for reaching Medi-Cal beneficiaries on these premises. Nor will there be an exchange of Medi-Cal beneficiaries' names or identities.

The planned activity will take place at the following location (activity description attached):

Site/Facility Name: San Ysidro School District

Type of Business: San Ysidro Middle School

Hours of Operation: 10:00 am – 3:00pm

- Event Location: Middle School
- Event Address: 4345 Otay Mesa Rd
- Event Date: 07-27-2019 Hours: 5
- Mailing Address: 4350 Otay Mesa Rd
- City: San Ysidro Zip Code: 92173
- Telephone 619 428 – 4476 x 3038
- Event Promoter: Veronica Medina (Contact/Coordinator of Event)

APPROVAL SIGNATURES

1. *San Ysidro School District:* _____
   (Signature)
   Print Name: Marilyn Adrianzen
   Title: Chief Business Official
   Board Approved Date: 07-11-19

2. *Blue Shield of CA*
   Promise Health Plan Contact: Jennine Mendez
   (Signature)
   Print Name: Jennine Mendez
   Date: 6/24/2019

OFFSITE ACTIVITIES DESCRIPTION

Detailed explanation of health plan's desired activities and methods for involvement in event. Please include types of materials and how they will be used, as well as set-up (i.e. booth, table, etc.). ***Please attach invitation and write clearly and legibly.*

Name of Event: 5th Annual Families First Resource

Planned Activities: Provide information on Blue Shield of CA Promise Health Plan Medi-Cal, Medicare and Cal Medi-Connect Lines of Business and how to access services as well as other community resources and services available to the community.

This is a/an (check appropriate boxes): [*] Health Fair [ ] Provider Focused Event
[ ] Seminar [ ] Fundraiser [ ] Enrollment Event [*] Cultural Event [ ] Exclusive Event
[ ] Education/Presentation [ ] other _____
Specify

The following ***Blue Shield of CA Promise Health Plan*** representatives will participate in this event:

Name (please print)	*Title*	*Languages Spoken*	*SDHS Marketing Certification #*
1	*Supervisor*	*English/Spanish*	*In File*
2.	*Outreach Manager*	*English/Spanish*	*In File*
3.			
4.			
5.			
6.			
7.			

Blue Shield of CA Promise Health Plan acknowledges that the above staff participants have received mandatory training and are fully knowledgeable about the Medi-Cal program and appropriate/inappropriate community outreach/marketing activities and techniques. We further acknowledge that staff shall abide by SDHS Plan regulations.

Blue Shield of CA Promise Health Plan
Community Outreach/Marketing Manager: _____
Signature/Title/Date

SDHS Contract Manager: _____
Signature/Title/Date

SAN YSIDRO SCHOOL DISTRICT
INDIVIDUAL RELEASE, WAIVER OF LIABILITY
AND
INDEMNITY AGREEMENT

In consideration of being permitted to use the San Ysidro School District's facilities (collectively referred to herein as "District Facilities"), other than during the normal duty day, I,_____(Print - Name of participant) the undersigned, agree to the following:

_____1. The undersigned hereby releases, waives, discharges and covenants not to sue the San Ysidro School District, its officers, agents, employees, volunteers and representatives (collectively "District"), for any and all claims for loss or damage, including, without limitation, any claims or demands on account of personal injury, loss, theft or damage of personal property, presence during or participation in the use of the District Facilities, even though that injury or damage may arise out of negligence of the District or out of a dangerous or defective condition of property or equipment of the District. However, this release will not apply where it is determined by a court of competent jurisdiction that such claim was caused by the gross negligence or willful misconduct of District.

_____2. The undersigned hereby agrees to indemnify, save and hold harmless the District, and each of its officers, agents, employees, volunteers and representatives from any loss, liability, damage or cost they may incur, including attorneys' fees, whether caused by the negligence of the District or otherwise, relating to the presence of the Participant during or participation by the Participant in the use of the District Facilities. Participant shall have no obligation, however, to defend or indemnify District if it is determined by a court of competent jurisdiction that such claim was caused by the gross negligence or willful misconduct of District.

_____3. The undersigned hereby assumes full responsibility for and risk of bodily injury, death or property damage while the Participant is present during or participating in the use of the District Facilities. The undersigned expressly acknowledges and understands that accidents and injuries can occur while present during or participating in the in the use of the District Facilities, including serious and permanent personal injuries or death, and that the undersigned hereby expressly assumes any and all of the risks of participating in the above-mentioned activity, whether or not a particular risk is known or unknown, and regardless of whether any such risks are due to the ordinary negligence of the District or due to a dangerous or defective condition of public property.

_____4. The undersigned expressly agrees and hereby gives permission for, and expressly assumes the risk of, any emergency medical treatment that may be rendered to the Participant if the Participant is injured while present at or participating in the in the use of the District Facilities. The undersigned agrees to expressly release and indemnify the District against any liability for providing, or failing to provide, any emergency medical treatment as set forth herein. The undersigned further agrees to pay all costs incurred because of said treatment.

_____5. The undersigned expressly agrees that the foregoing Release and Waiver of Liability and Indemnity Agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

The undersigned has read and voluntarily signs this Release, Waiver of Liability and Indemnity Agreement, and further agrees that no representations, statements, or inducements of any kind, apart from the foregoing written Agreement, have been made.

I Have Read And Understand This Release: *(All sections must be completed.)*

Participant:

_____ _____
Signature Date

_____ _____
Print Name Phone

Organization: _____
Note: Please include Business Card if available.

Participant's Address:

_____ Telephone: (_____)_____

_____

Event Description/Purpose: _____

Date of Event: _____ Time: From_____To: _____

Location of Event: _____

IF A PARTICIPANT IS UNDER AGE 18,
A PARENT (OR LEGAL GUARDIAN) MUST SIGN BELOW.

I am the parent or legal guardian of the above stated Participant. I have read and agree to the terms stated above and hereby give permission for my child to participate at the event indicated above.

_____ _____
Signature Date

_____ _____
Parent/Guardian Name Phone

Please return completed forms to the Business Services Office at least one week before the event
~ Thank you

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 11, 2019

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

FROM:
Educational Services
Manuela Colom, Executive Director

INITIAL:
☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH UNITED HEALTHCARE COMMUNITY PLAN OF CALIFORNIA TO PARTICIPATE IN THE 5TH ANNUAL FAMILIES FIRST RESOURCE FAIR

BACKGROUND INFORMATION:
United Healthcare Community (UHC) Plan of California provides Medi-Cal coverage to children, pregnant women, families, adults and seniors who meet income requirements.

An agreement with UHC Plan is required to formally establish the commitment that UHC Plan will be collaborating with our District during the 5th Annual Families First Resource Fair on July 27, 2019.

UHC Plan agrees to:

- Distribute health education materials, including information on UHC and its Medi-Cal plan
- Provide give-away items to our families

Our District will provide a space for UHC Plan to setup and our Student and Family Services Manager will be the on-site contact person for this event.

RECOMMENDATION:
Approve the Letter of Agreement with United Healthcare Community Plan of California to participate in the 5th Annual Families First Resource Fair scheduled for July 27, 2019 at no cost to the District.

LCAP GOAL AND ACTION/SERVICE:
Goal 2: Safety, Climate and Student Engagement - Action 2.10: Continue to provide a Foster Youth/Homeless Manager to support students and parents and to monitor student progress

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

Financial Implications?	Are funds for this item available in the 2019-2020 Budget?	Requisition #
☐ Yes ☒ No	☐ Yes ☐ No	
N/A (Amount)	N/A (Name of funding source and/or location)	-- (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

UnitedHealthcare®
Community Plan

This Letter of Agreement, effective 6/24/19, is made and entered into by, San Ysidro School District, hereinafter referred to as The Partnering Organization and UnitedHealthcare Community Plan of California, hereinafter referred to as UHC.
The purpose of this letter of agreement is to formally establish the commitment that UHC and The Partnering Organization will collaborate on the following event:

Event Name: 5th Annual Families First Resource Fair

Location: 4345 Otay Mesa Road, San Ysidro, CA 92173

Date: Saturday, July 27, 2019

Time: 10:00 a.m. – 3:00 p.m.

UHC agrees to:

- Distribute health education materials, including information on UHC and its Medi-Cal plan
- Provide give-away items to attendees

The Partnering Organization agrees to:

- Provide a space for UHC to set up
- Provide an on-site contact person/coordinator : Veronica Medina

Partnering Organization Contact Name: Marilyn Adrianzen

Title Chief Business Official

Signature _____ Board approved:

UHC Contact Name: **Monique Knight**

Title: **Manager, Marketing & Community Relations**

Signature _____

SAN YSIDRO SCHOOL DISTRICT
INDIVIDUAL RELEASE, WAIVER OF LIABILITY
AND
INDEMNITY AGREEMENT

In consideration of being permitted to use the San Ysidro School District's facilities (collectively referred to herein as "District Facilities"), other than during the normal duty day, I,_____(Print - Name of participant) the undersigned, agree to the following:

_____1. The undersigned hereby releases, waives, discharges and covenants not to sue the San Ysidro School District, its officers, agents, employees, volunteers and representatives (collectively "District"), for any and all claims for loss or damage, including, without limitation, any claims or demands on account of personal injury, loss, theft or damage of personal property, presence during or participation in the use of the District Facilities, even though that injury or damage may arise out of negligence of the District or out of a dangerous or defective condition of property or equipment of the District. However, this release will not apply where it is determined by a court of competent jurisdiction that such claim was caused by the gross negligence or willful misconduct of District.

_____2. The undersigned hereby agrees to indemnify, save and hold harmless the District, and each of its officers, agents, employees, volunteers and representatives from any loss, liability, damage or cost they may incur, including attorneys' fees, whether caused by the negligence of the District or otherwise, relating to the presence of the Participant during or participation by the Participant in the use of the District Facilities. Participant shall have no obligation, however, to defend or indemnify District if it is determined by a court of competent jurisdiction that such claim was caused by the gross negligence or willful misconduct of District.

_____3. The undersigned hereby assumes full responsibility for and risk of bodily injury, death or property damage while the Participant is present during or participating in the use of the District Facilities. The undersigned expressly acknowledges and understands that accidents and injuries can occur while present during or participating in the in the use of the District Facilities, including serious and permanent personal injuries or death, and that the undersigned hereby expressly assumes any and all of the risks of participating in the above-mentioned activity, whether or not a particular risk is known or unknown, and regardless of whether any such risks are due to the ordinary negligence of the District or due to a dangerous or defective condition of public property.

_____4. The undersigned expressly agrees and hereby gives permission for, and expressly assumes the risk of, any emergency medical treatment that may be rendered to the Participant if the Participant is injured while present at or participating in the in the use of the District Facilities. The undersigned agrees to expressly release and indemnify the District against any liability for providing, or failing to provide, any emergency medical treatment as set forth herein. The undersigned further agrees to pay all costs incurred because of said treatment.

_____5. The undersigned expressly agrees that the foregoing Release and Waiver of Liability and Indemnity Agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

The undersigned has read and voluntarily signs this Release, Waiver of Liability and Indemnity Agreement, and further agrees that no representations, statements, or inducements of any kind, apart from the foregoing written Agreement, have been made.

I Have Read And Understand This Release: *(All sections must be completed.)*

Participant:

_____ _____
Signature Date

_____ _____
Print Name Phone

Organization: _____
Note: Please include Business Card if available.

Participant's Address:

_____ Telephone: (_____)_____

_____

Event Description/Purpose: _____

Date of Event: _____ Time: From_____To: _____

Location of Event: _____

IF A PARTICIPANT IS UNDER AGE 18,
A PARENT (OR LEGAL GUARDIAN) MUST SIGN BELOW.

I am the parent or legal guardian of the above stated Participant. I have read and agree to the terms stated above and hereby give permission for my child to participate at the event indicated above.

_____ _____
Signature Date

_____ _____
Parent/Guardian Name Phone

Please return completed forms to the Business Services Office at least one week before the event
~ Thank you

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 11, 2019

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

FROM:
Educational Services
Manuela Colom, Executive Director

INITIAL:
☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH THE ED LADDER ORGANIZATION FOR EDUCATIONAL TUTORING – AMENDMENT NO. 1

BACKGROUND INFORMATION:
The Ed Ladder is a nonprofit educational organization, formed by local educators, dedicated to delivering personalized, professional, donor-funded, strategic, supplemental tutoring services to underserved populations in the County of San Diego.

In order to support our homeless youth with educational and academic needs, the San Ysidro School District is requesting tutoring services from The Ed Ladder organization; as a requirement under the Education and Secondary Education Act (ESEA) formerly the No Child Left Behind Act (NCLB). The San Ysidro School District anticipates serving 50 to 75 students classified as homeless under the McKinney-Vento Act. Students from within our seven schools will be eligible for tutoring services. Cost implications include $60.00 hourly rate cost for one-on-one coaching support and/or $75.00 per hour rate for a small group of 2 to 5 students.

This Amendment is to extend the term of the agreement through 2019-20 school year in an amount up to $50,000.00.

RECOMMENDATION:
Approve/Ratify the amendment to The ED Ladder Agreement to provide educational tutoring services to homeless students from all schools in the District during 2019-20 school year at a cost up to $50,000.00 from the Education for Homeless Children and Youth Program Grant.

LCAP GOAL AND ACTION/SERVICE:
Goal 2: Climate, Safety and Student Engagement – Action .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 2019-2020 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

up to $50,000.00	Education for Homeless Children and Youth Program Grant	--
(Amount)	(Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

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

PROFESSIONAL SERVICES AGREEMENT
WITH
THE ED LADDER
(a non-profit organization)

For Professional/Consultant Services

AMENDMENT

This AMENDMENT is made effective on July 11, 2019, and it is made by and between The ED Ladder hereafter referred to as "Consultant," and the San Ysidro School District, hereafter referred to "District."

WHEREAS, the Consultant and District's current agreement dated March 15, 2019 will continue to provide support and tutoring services to homeless youth with educational and academic needs.

WHEREAS, the Consultant, who is specifically qualified to provide tutoring services for educational purposes, agrees to continue providing the scope of services as reflected on the agreement dated March 15, 2019.

WHEREAS, a need exists for these services to continue through 2019-20.

NOW, THEREFORE, the Consultant and the District agree as follows: Per Section 8.3 of the original agreement:

> The District would like to extend the Term of the Agreement (Section 1.1) through 2019-20 and shall end on June 30, 2020. The cost implication of this Amendment is an amount up to $50,000.00. All other terms and conditions on original agreement dated March 15, 2019 remain unchanged and in effect.

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

CONSULTANT:

The ED Ladder
5663 Balboa Avenue, #503
San Diego, CA 92111

Signature

Marilyn C. Mesina, Program Director
Name & Title

mcmesina@theedladder.org
Email

Date signed

DISTRICT:

San Ysidro School District
4350 Otay Mesa Road
San Ysidro, CA 92173
(619) 428-4476

Signature

Marilyn Adrianzen, Chief Business Official
Name & Title

marilyn.adrianzen@sysdschools.org
Email

/
Date signed / Board approved **14E.24**

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board **BOARD MEETING DATE:** July 11, 2019

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

FROM:
Special Education,
Oscar Madera, Director

INITIAL:
☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH MYPT SAN DIEGO FOR SCHOOL YEAR 2019-2020

BACKGROUND INFORMATION:
Physical Therapists work to decrease pain and help students return to daily activities. They teach students exercises designed to help them regain strength, range of motion, and also show them and families how to prevent future injuries. This type of service is per student's Individualized Education Program (IEP).

Cost implication includes evaluations and consultations.

RECOMMENDATION:
Approve/Ratify the agreement with My PT San Diego to provide physical therapy services for students with special needs per their IEPs for 2019-20 school year at a total cost up to $20,000.00 from Special Education fund.

LCAP GOAL AND ACTION/SERVICE:

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

Financial Implications? Are funds for this item available in the 2019-2020 Budget? Requisition #

☒ Yes ☐ No ☒ Yes ☐ No

$20,000.00	Special Education	--
(Amount)	(Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 11th day of July 2019, by and between the San Ysidro School District, hereinafter called the "District", and

MyPT San Diego	(619) 701-7489
Company/Consultant	Telephone Number
3445 Xenophon Street, San Diego, CA 92106	cathy@myptsandiego.com
Address	Website

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

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

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

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

1.2 TERM

From: July 1, 2019 To: June 30, 2020

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

2 FEES AND PAYMENTS

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

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

3. ADDITIONAL SERVICES.

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

4 RESPONSIBLIITIES OF CONSULTANT

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

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

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

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

at all times be under Consultant's 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 appropriates 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 $2,000,000 per occurrence with an aggregate limit of not less than $5,000,000 and shall cover all of Consultant's employees, officials and agents. Coverage shall apply to any dishonest, fraudulent, malicious or criminal use of Consultants or computer system or to obtain financial benefit for any party; to steal, take or provide unauthorized access of electronic data, including publicizing confidential electronic data or causing confidential electronic data to be accessible to unauthorized persons; transfer and for Third-Party Liability encompassing judgements or settlement and defense costs arising out of litigation due to a data breach and data breach response costs for customer notification and credit monitoring service fees. **District waives** _____

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

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

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

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

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

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

Acceptability of Insurers

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

Claims Made Policies (note – should be applicable only to professional liability, see below)
If any of the required policies provide claims-made coverage:

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

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

5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

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

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

5.2 SUSPENSION OF SERVICES

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

5.3 TERMINATION OF AGREEMENT

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

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

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

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

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

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

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

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

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

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

5.5 SAFETY

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

5.6 PROJECT STAFFING

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

5.7 INDEMNIFICATION

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.

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:	MYPT SAN DIEGO
Name:	Cathy Alford
Title:	Physical Therapist Consultant
Address:	3445 Xenophon Street,
City/State/Zip Code:	San Diego, CA 92106
Telephone:	619-701-7489
Email:	cathy@myptsandiego.com

DISTRICT:	San Ysidro School District	
Name:	Marilyn Adrianzen	Oscar Madera
Title:	Chief Business Official	Special Education Director
Address:	4350 Otay Mesa Road	4350 Otay Mesa Road
City/State/Zip code:	San Ysidro, CA 92173	San Ysidro, CA 92173
Telephone:	(619) 428-4476	(619) 428-4476
Email:	marilyn.adrianzen@sysdschools.org	oscar.madera@sysdschools.org

6 ENTIRE AGREEMENT

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

7 WARRANTY OF AUTHORITY:

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

CONSULTANT	DISTRICT
MyPT San Diego Firm Name	San Ysidro School District Firm Name
Signature of Authorized Agent	Signature
Cathy Alford, Physical Therapist Consultant Print Name, Title	Marilyn Adrianzen, Chief Business Official Print Name, Title
Date:	Date
Phone Number: (619) 701-7489	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 ECTION 45125.1 and
Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c)
Fingerprinting and Criminal Background Investigation Requirements

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

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

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

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

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

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

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

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

Company Name:_____

Name/title of authorized representative *(Print)* _____

Signature _____ Date _____

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

EXHIBIT A

SCOPE OF SERVICES

Services include:

- Physical therapy evaluations
- Physical Therapy Consultation
- IEP meeting attendance

Total costs up to $20,000.00

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 11, 2019

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

INITIAL: MA

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH COUNTY OF SAN DIEGO DEPARTMENT OF PARKS & RECREATION - RIGHT OF ENTRY PERMIT

BACKGROUND INFORMATION:
During the planning stage of the Vista Del Mar School, the related infrastructure and the extension of the Del Sol Boulevard it was found that the project would impact some environmentally sensitive areas on the property, including vernal pools and fairy shrimp located on the property. A Habitat Management Plan was required for the Vista Del Mar School construction to be able to start. The Habitat Management Plan requires the creation, restoration, monitoring, and maintenance of vernal pools of approximately one acre in an offsite preserve owned by the City of San Diego known as the West Otay Mesa Parcel B Vernal Pool Preserve. One of the requirements for the environmental permits is the monitoring and maintenance of the vernal pool restoration area for the in-perpetuity, long term monitoring and maintenance of this mitigation site.

The mitigation parcel is now landlocked as a result of a new residential subdivision in the area and the district no longer has travel rights from its previous entry point. In order to protect sensitive plants during the current draught, the District is requesting a right-of-entry permit to access the mitigation parcel by using a dirt road that runs through the County of San Diego property.

A Right of Entry Permit from the San Diego County Department of Parks & Recreation is required in order to transit by vehicle across the County's property solely for the purpose of accessing such other real property for the performance of monitoring, maintenance and/or watering of established vernal pools and associated upland vegetation. The County has granted a temporary permit in order for the District to search for a new access to the Vernal Pool.

RECOMMENDATION:
Approve/Ratify the Agreement with the County of San Diego Department of Parks & Recreation, for a temporary Right of Entry Permit to access the District's vernal pools.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

Financial Implications? ☐ Yes ☒ No

Are funds for this item available in the 2019-2020 Budget? ☐ Yes ☐ No

Requisition #

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

County of San Diego

BRIAN ALBRIGHT
DIRECTOR
(858) 966-1301

DEPARTMENT OF PARKS AND RECREATION
5500 OVERLAND AVENUE, SUITE 410, SAN DIEGO, CA 92123
Administrative Office (858) 694-3030
www.sdparks.org

PERMIT NO.: FN 2019 4-1

COUNTY OF SAN DIEGO
DEPARTMENT OF PARKS AND RECREATION
RIGHT-OF-ENTRY PERMIT

COUNTY OF SAN DIEGO DEPARTMENT OF PARKS AND RECREATION RIGHT-OF-ENTRY PERMIT (Permit) is entered into by and between the PERMITTOR, DEPARMENT OF PARKS AND RECREATION (DPR), and PERMITTEE, SAN YSIDRO SCHOOL DISTRICT, and THEIR SUBCONTRACTOR D&D WILDLIFE HABITAT RESTORATION, to be effective as of June 14, 2019 (Effective Date) when signed by the parties as follows:

PERMITTEE's Address for Notices and Contact Information:

Marilyn Adrianzen
San Ysidro School District
4350 Otay Mesa Rd.
San Ysidro, CA 92173
619-428-4476
Marilyn.adrianzen@sysdschools.org

Term shall be effective from June 14, 2019 to August 31, 2019.

Permit Fee Currently, there is no fee for Right of Entry Permit.

Permit Area shall mean all or part of that county-owned real property known as FURBY NORTH, located in the County of San Diego, and more particularly described as Assessor Parcel Numbers as follows:

638-070-74

Permit Use shall be for the purpose of ingress/egress along an existing access road in order to access a vernal pool restoration site within the City of San Diego's West Otay Mesa Vernal Pool Preserve. PERMITTEE will utilize an alternative route that does not require access through County land following the expiration of this permit.

Allowed PERMITTEE shall be subject to all the terms and conditions of this Permit.

At no time shall PERMITTEE in any way represent themselves as an employee, officer, or agent of the County. Nothing in this Permit shall be construed to grant PERMITTEE an easement by implication,

prescription, or any other operation of law, or to extend the term of the Permit past its expiration date as stated herein.

ACCESS CONDITIONS AND SITE-SPECIFIC REQUIREMENTS

Access A copy of this Permit must be in PERMITTEE's possession when on-site and a copy of the Permit shall be visible in the vehicle(s) dashboard/windshield on site.

Prior to entering the Permit Area and at least three (3) days in advance, the PERMITTEE shall communicate and coordinate schedules with County Parks and Recreation Supervising Park Ranger Mike Verderber, 619-428-2946 Office; 619-478-5212 Cell or Mike.Verderber@sdcounty.ca.gov and to confirm access hours.

PERMITTEE shall follow the route marked on Attachment 1 when accessing the Preserve and will stay within the bounds of the road.

PERMITTEE may utilize the access road between the hours of 8am- 5pm on a weekly basis.

There shall be no entry onto the subject property, nor onto any private property, except via public roads, without the permission of the affected owner. Locked gates shall remain locked at all times.

Vehicles shall be kept on maintained or authorized roads, with no parking over tall grass. No off-road activity permitted. Each vehicle shall carry one round-end pointed shovel and fire extinguisher.

There shall be no driving in the Preserve for at least 5 days following significant rain (0.5 inch or more). Check www.sdparks.org for updates regarding Preserve closures or contact the Supervising Park Ranger.

PERMITTEE shall in no way obstruct or impede access to the Permit Area. In addition, PERMITTEE shall take all the necessary precautions and coordinate all efforts with PERMITTOR's staff to ensure that all work in relation to this Permit is conducted in a safe and prudent manner and ensures the safety and security of the Permit Area at all times.

Use of Permit Area PERMITTEE may use the Permit Area solely for the Permit Use and for no other purpose whatsoever without PERMITTOR's prior written consent in each instance.

No collection of any specimens, artifacts, rocks, or soil shall occur under this permit. No soil disturbing activity or additional disturbances to flora or fauna shall result from PERMITTEE's access.

Any off-trail access shall avoid and minimize impacts to flora and fauna to the maximum extent possible. No soil is to be disturbed under this permit.

Overnight use of the Permit Area is not allowed unless approved in writing by the PERMITTOR.

STANDARD CONDITIONS FOR RIGHT OF ENTRY PERMIT

Project/Research Findings PERMITTEE shall submit raw data, draft findings, survey results and final reports to PERMITTOR. **Prior to disseminating data to (1) academic publications, (2) print media, (3) mass media, (4) social media, or (5) any other research organizations, public agencies, wildlife agencies and/or the general public, PERMITEE must submit all data to PERMITTOR and take PERMITTOR input/feedback into account.** PERMITTOR shall be allowed up to two weeks to review and respond to research findings before release. Any GIS data acquired shall also be submitted in SanBIOS format. Delivery of the report(s)/findings shall be sent

to Meg Diss (Margaret.Diss@sdcounty.ca.gov) within thirty (30) days after research is completed, and may be sent electronically.

Revocable Permit or Termination This Permit may be revoked or terminated at will by PERMITTOR in its sole discretion at any time for any reason. PERMITTOR shall not be obligated for any loss, financial or otherwise, which may be incurred by PERMITTEE as a result of such revocation or the termination of this Permit. PERMITTEE expressly waive any claim for expense or loss which PERMITTEE might incur as a result of PERMITTOR'S revocation or termination of this Permit.

Violations Failure to respect the termination date or earlier termination of this Permit by continuing to access countyland after the specificed end date of the Permit may jeopardize the ability to obtain future Pemits. In addition, accessing County land with an expired Permit or without first obtaining such Permit is considered a violation under **ARTICLE 2. PRESERVATION OF COUNTY PARK FEATURES AND PUBLIC HEALTH AND SAFTEY** and may be subject to criminal and/or civil penalties **(SECTION 41.107 VIOLATIONS).**

Restore and Vacate Prior to the expiration or PERMITTEE's earlier termination of this Permit, PERMITTEE shall restore the Permit Area to its condition on the Effective Date, with the exception of natural processes and any changes resulting from PERMITTEE's actions under the scope of this Permit. Upon PERMITTOR's expiration or termination of this Permit, PERMITTEE shall immediately cease all operations on the Permit Area and restore the Permit Area to its condition on the Effective Date, with the exception of natural processes and any changes resulting from PERMITTEE's actions under the scope of this Permit, and vacate the Permit Area.

Superior Interests This Permit is subject to all liens, encumbrances, covenants, conditions, restrictions, reservations, contracts, permits and licenses, easements, and rights-of-way pertaining to the Permit Area, whether or not of record. PERMITTEE shall obtain all licenses, permits, and agreements from such third parties as may be or become necessary or reasonably advisable to allow its use of the Permit Area, relative to any such superior interest. If PERMITTEE's use of the Permit Area is or becomes inconsistent or incompatible with a preexisting, superior interest, PERMITTEE shall take such actions and pay all costs and expenses necessary to remove such inconsistency or incompatibility to the satisfaction of the holder of the superior interest.

Maintenance of the Permit Area PERMITTOR shall at no time during the Term be required to make any improvements or repairs to the Permit Area. PERMITTEE shall keep the Permit Area free and clear of rubbish, debris and litter caused by the Permit Use.

PERMITTEE shall clearly label their equipment/supplies (if to be left on-site overnight) with PERMITTEE's name, organization, phone number and permit number.

Inspection PERMITTOR may at all times enter and inspect the Permit Area. PERMITTEE shall notify PERMITTOR staff of any unusual or unauthorized activities noted while in the Permit Area.

Improvements/Alterations PERMITTEE shall not construct any permanent improvements, structures, or installations on the Permit Area, and shall not alter the Permit Area without the express written consent of PEMITTOR. There shall be no removal of earth/soil, sand, gravel, rock or any minerals or any activities disturbing, disfiguring, marking on or destroying any cave, rock formation or any other naturally occurring feature. Any negative physical impact to the Permit Area will be restored and/or corrected to the satisfaction of the Director of the Department of Parks and Recreation.

Insurance PERMITTEE must be insured for damage resulting from liability of PERMITTEE or any of PERMITTEE's agents or employees in the amount of $1,000,000. Additional insured endorsement naming PERMITTOR as an additional insured/certificate holder is required. PERMITTEE shall furnish proof of insurance to PERMITTOR prior to the issuance of the Permit.

Indemnification PERMITTEE shall defend, indemnify, and save harmless PERMITTOR, its officers, agents, and employees from and against any and all claims (whether valid or alleged), demands, actions, suits, damages, losses, judgments, liabilities, expenses and costs, including but not limited to, court costs and reasonable attorney's fees incurred by PERMITTOR on account of any such claims, demands, or liabilities, and from loss of any kind or nature arising out of, resulting from, or in connection with this Permit. PERMITTEE's obligation shall apply whether or not there is concurrent, active, or passive negligence on the part of the PERMITTOR, its agents, officers, or employees.

No Nuisance PERMITTEE shall not use the Permit Area in any manner which creates a nuisance or unreasonably disturbs the quiet enjoyment of persons in and to the surrounding area. PERMITTEE must make all necessary precautions and coordinate all efforts with PERMITTOR staff to ensure the safety and security of the Permit Area at all times.

Assignment and Sublicense PERMITTEE shall not assign or sublicense any rights granted by this Permit or any interest in this Permit without PERMITTOR's prior written consent.

Failure to provide requested reports or deliver on any condition of this right of entry permit may be grounds for revocation of the permit and may result in denial of any future permits.

IN WITNESS WHEREOF, this Permit is executed to be effective as of the Effective Date.

Permittee Signature: _____

Permittee Name: _____

Permittee Organization:

Date: _____

COSD Signature: _____

COSD Print Name: **Margaret Diss**

ROE Coordinator

County of San Diego Department of Parks and Recreation

Date: _____

cc: Matt Bohan, South Division Chief
Josh Bugiel, Region Manager
Mike Verderber, Supervising Park Ranger

Attachments (2) –

1. Access Route
2. Certificates of Insurance

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 11, 2019

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

FROM:
Special Education
Oscar Madera, Director

INITIAL:

☐ Informational
☒ Action

AGENDA ITEM: SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACTS WITH NONPUBLIC AGENCIES FOR 2019-2020 SCHOOL YEAR

BACKGROUND INFORMATION:

The District has identified more than 700 students with special needs (language-processing disorders, require doctor-approved specialized medical treatments, individualized physical education services, behavior that interferes with their learning or the learning of others.) and per the student's Individualized Education Program (IEP) require specialized services (Healthcare, Speech & Language Pathologist (SLP), and Psychological services).

In order to be in compliance with State and Federal Regulations, administration requests approval of the following nonpublic agencies for 2019-2020. In the event that the District hires qualified SLPs, the District will terminate the NPA master contract(s) with the agency(ies) as stated on the agreement.

Agency	Service	Annual Estimated Cost up to
ABA Educational Foundation	Mental Health	$51,000.00
Ardor Health Solutions	SLP	$109,440.00
BMR Health	SLP	$111,240.00
Educational Based Services	SLP (3)	$326,707.20
Maxim Staffing Solutions	Healthcare/SLP	$200,000.00
Staff Rehab	Healthcare	$50,000.00
	Estimated Total up to:	**$848,387.20**

RECOMMENDATION:

Approve the San Diego County Nonpublic Master Contracts of the above-mentioned agencies to provide specialized services for school year 2019-2020 at an estimated cost up to $848,387.20 from the Special Education fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 1, Item 1.21: Continue to provide site and/or district based academic intervention programs to serve the districts subgroups (i.e. English Learners, Low Income, Students with Disabilities, etc…) and educationally disadvantaged students in program improvement schools. Personnel (e.g. instructional aides) may be hired to support in-class interventions for all student subgroups and educationally disadvantaged students at all school sites.

☒ **Renewal** ☐ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Business Services Reviewed:

Financial Implications? ☒ Yes ☐ No

Are funds for this item available in the 2019-2020 Budget? ☒ Yes ☐ No

Requisition #

$848,387.20	Special Education	
(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

LEA: San Ysidro School District Nonpublic: VARIOUS NON PUBLIC AGENCIES

2019-2020
San Diego County Nonpublic Master Contract

Directions:

- *Main document **must** be completed for every Nonpublic School/Agency or Room & Board Contract.*
- *Complete and attach Appendices A: School, B: Agency, C: Room & Board as appropriate.*

san diego county office of EDUCATION
FUTURE WITHOUT BOUNDARIES™
Student Services and Programs Division
Special Education Department

San Diego County Nonpublic Master Contract
Main Document

2019-2020

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MAIN DOCUMENT

APPENDIX A: SCHOOLS

APPENDIX B: AGENCIES

APPENDIX C: ROOM AND BOARD

Directions:

- *Main document **must** be completed for every Nonpublic School/Agency or Room & Board Contract*
- *Complete and attach Appendices A: School, B: Agency, C: Room & Board as appropriate.*

LEA: San Ysidro School District Nonpublic: _____

2019-2020
Nonpublic
Master Contract

Main Document



Student Services and Programs Division
Special Education Department

San Diego County Nonpublic Master Contract
Main Document

2019-2020

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San Diego County Nonpublic Master Contract
Main Document

2019-2020

NONPUBLIC
MASTER CONTRACT

CONTRACT YEAR 2019-2020

This Master Contract is made and entered into

this 12th day of July, 2019 between the

San Ysidro School District, County of San Diego,
(Local Education Agency)

hereinafter sometimes referred to as the "LEA," and

_____
(Nonpublic,)

hereinafter referred to as "CONTRACTOR."

San Diego County Nonpublic Master Contract
Main Document

2019-2020

SECTION 1: AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1.1 MASTER CONTRACT

For the purpose of providing special education and related services to individuals with exceptional needs under the authorization of Education Code sections 56157, 56361, and 56365-56366.5 the Master Contract consists of (the Main Document and Master Contract Appendices A (Schools), B (Agencies), C (Room & Board). The general term "Master Contract" refers to the Master Contract /Main Document/ and Master Contract /Appendices A (Schools), B (Agencies), and C (Room and Board) given to the CONTRACTOR by a representative of the LEA's Special Education Unit on terms acceptable to the LEA and CONTRACTOR.[1] It is also understood that this contract does not commit the CONTRACTOR to provide special education and related services to any individual unless and until an Individual Services Agreement is executed between the LEA and the CONTRACTOR on behalf of such individual or interim written approval is given to the CONTRACTOR by an authorized representative of the LEA's Special Education Unit. This interim written approval shall be for a maximum period of 90 days, beginning with the anticipated student start date, during which time the contract and/or Individual Services Agreement shall be completed and executed by the LEA and CONTRACTOR. If an Individual Services Agreement is not completed and executed by the LEA and the CONTRACTOR within this ninety-day period, the LEA or CONTRACTOR may request an IEP meeting to be held as soon as possible to discuss a change in placement for the pupil. The LEA shall continue to reimburse the CONTRACTOR as set forth in the interim written approval, or as otherwise agreed by the parties in writing, pending any change in placement or subsequent execution of an Individual Services Agreement.

1.2 SUPERSEDES PRIOR CONTRACTS

This Master Contract includes the Main Document, Appendix A (Schools), Appendix B (Agencies), Appendix C (Room and Board), to the extent that they are applicable, and each ISA, all of which are incorporated herein by this reference and any exhibits or attachments hereto constitute the entire agreement between the parties to this contract and supersedes any prior contract, understanding, or agreement with respect to the terms set forth in this contract.

1.3 MODIFICATIONS AND AMENDMENTS

The LEA and CONTRACTOR agree that any amendments to the contract must be in writing and approved by the LEA's Governing Board and the Board of Directors/Trustees or authorized representative of CONTRACTOR. Prior to executing a written amendment to the contract, the LEA shall obtain approval from the San Diego County SELPA Directors and the County Director of Special Education. In implementing this Master Contract, any specific terms related to an individual pupil shall be reflected in the Individual Services Agreement.

1.4 INDIVIDUAL SERVICES AGREEMENT

The LEA and CONTRACTOR shall enter into an Individual Services Agreement for each pupil who is to receive special education and/or related services provided by the CONTRACTOR. The LEA is responsible for completing each pupil's Individual Services Agreement, which shall identify the provider of each service required by the pupil's Individualized Education Program (IEP) or Individualized Family Service Plan (IFSP) (CCR 3062(e)). Individual Services Agreements shall only be issued for those pupils enrolled with the approval of the LEA. Changes in any LEA pupil's educational program, including instruction, services, or instructional setting provided under this contract, may only be made on the basis of revisions to the pupil's IEP or IFSP. At any time during the term of this contract, the parent, the CONTRACTOR or LEA may request a review of the pupil's IEP/IFSP, subject to all procedural safeguards required by law, including notice given to and participation by the CONTRACTOR in the IEP Team meeting. In the event that the CONTRACTOR recommends that the pupil requires either a lesser or more restrictive placement than the CONTRACTOR can provide, the CONTRACTOR will notify the LEA immediately. The LEA shall expedite the review and/or the resulting change in placement, and shall modify the Individual Services Agreement as appropriate if there is a change in the instructional and/or other services provided.

[1] Please see Appendix B for Agencies for exceptions to NPA Hired as Full Time Equivalent.

1.5 NONPUBLIC CERTIFICATION OR WAIVER

A current copy of the CONTRACTOR'S California Department of Education Nonpublic Certification or waiver of such certification issued by CDE pursuant to EC 56366.2 is attached hereto. This Master Contract shall be null and void if such certification is expired, revoked, rescinded, or otherwise nullified during the effective period of this contract.

1.6 TERM OF MASTER CONTRACT

Neither the CONTRACTOR nor the LEA is required to renew this contract in subsequent contract years. In the event that a pupil is enrolled with the CONTRACTOR during the term of this contract and said pupil continues to receive special education and/or related services by the CONTRACTOR as approved by the LEA in accordance with the pupil's IEP/IFSP and either (a) a new contract has not been fully executed or (b) the CONTRACTOR or the LEA chooses not to renew this contract, the terms of this contract and associated Individual Service Agreements shall apply to any and all special education and/or related services provided by CONTRACTOR and payment for those services by the LEA.

Upon agreement of both parties to this Master Contract, its provisions shall be retroactive to the beginning of this contract year (July 1st), to cover services provided by the CONTRACTOR to LEA students, unless otherwise mutually agreed upon by both parties.

The term of this Master Contract shall be from July 1, 20 19 to June 30, 20 20.

Any subsequent Master Contract is to be renegotiated prior to June 30 of each year.

This Master Contract has no force or effect until approved or ratified by the LEA's Governing Board.

1.7 COMPLIANCE WITH APPLICABLE FEDERAL AND STATE LAWS

During the term of this contract, the CONTRACTOR and LEA shall comply with all applicable federal and state laws and regulations relating to the required special education and designated instruction and services and facilities for individuals with exceptional needs, including those not expressly documented in this Master Contract.

a. Nondiscrimination

The CONTRACTOR and the LEA shall not discriminate on the basis of race, religion, sex, national origin, age, sexual orientation disability or any other classification protected by federal or state laws in employment or operation of its programs.

b. Sexual Harassment Policy

The CONTRACTOR shall have a written policy on sexual harassment in accordance with state and federal regulations and guidelines.

c. Corporal Punishment Prohibitions

(l) No public education agency, or nonpublic school or agency serving individuals pursuant to Education Code Section 56365 et seq., may authorize, order, consent to, or pay for any of the following interventions, or any other interventions similar to or like the following:
(1) Any intervention that is designed to, or likely to, cause physical pain;
(2) Releasing noxious, toxic or otherwise unpleasant sprays, mists, or substances in proximity to the individual's face;
(3) Any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities;
(4) Any intervention which is designed to subject, used to subject, or likely to subject the individual to verbal abuse, ridicule or humiliation, or which can be expected to cause excessive emotional trauma;
(5) Restrictive interventions which employ a device or material or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by

trained personnel as a limited emergency intervention pursuant to subsection (i) of Ed Code Section 56521.2 (a) (5)
(6) Locked seclusion, except pursuant to subsection (i)(4)(A) of Ed Code Section 56521.2 (a) (6)
(7) Any intervention that precludes adequate supervision of the individual; and
(8) Any intervention which deprives the individual of one or more of his or her senses.

d. Student Discipline

Contractor shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations, such that students who exhibit serious behavioral challenges receive timely and appropriate assessments and positive supports and interventions in accordance with the federal Individuals with Disabilities Education Act and its implementing regulations.

When a CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, the CONTRACTOR shall immediately submit a written discipline report to the LEA. Written discipline reports shall include, but not be limited to: the student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. LEA will schedule an IEP meeting or if appropriate, a manifestation determination IEP meeting when required and in accordance with California Education Code.

e. Behavioral Emergency Reports (Ed. 56521.1(a))

(1) Anytime an emergency intervention is used pursuant to Ed Code Section 56521.1(a) subsection (i), CONTRACTOR must notify LEA and IEP team immediately and document emergency intervention in a "Behavioral Emergency Report" as defined by 56521.1(e).
(2) Whenever a "Behavioral Emergency Report" is written regarding an individual who does not have a behavioral intervention plan, the designated responsible administrator shall, within two days, schedule an IEP team meeting to review the emergency report, to determine the necessity for a functional behavioral assessment, and to determine the necessity for an interim behavioral intervention plan.
(3) Anytime a "Behavioral Emergency Report" is written regarding an individual who has a behavioral intervention plan, any incident involving a previously unseen serious behavior problem or where a previously designed intervention is not effective should be referred to the IEP team to review and determine if the incident constitutes a need to modify the plan.
(4) "Behavioral Emergency Report" data shall be collected by CONTRACTOR and be submitted to LEA.
(5) A summary of Behavioral Emergency Reports shall be submitted at least monthly to the LEA and the Director of the Special Education Local Plan Area of which the LEA is a member.

1.8 DEFINITIONS

"DAYS": For the purpose of the contract, "days" refers to calendar days unless otherwise specified.

"PARENT": For the purpose of the contract, a parent (34CFR 300.30(a) is the natural parent, adoptive parent, or legal guardian or any other adult granted educational decision-making rights by the natural or adoptive parent or a court of competent jurisdiction. A trained, certified surrogate parent, identified by the LEA, may act on behalf of the pupil if no parent, guardian or person acting as a parent can be located. The LEA shall be responsible for providing a translator for the parent if needed.

SECTION 2: ADMINISTRATION OF CONTRACT

2.1 NOTICES

Notices provided for by this contract shall be in writing, be delivered to the individual identified below in this section, and shall be delivered by certified, registered, or return receipt requested mail, postage prepaid, or by facsimile transmission, unless a specific section of this contract requires or allows notice or contact to be made in a different manner or to a different individual. The effective date of an invoice shall be the date of its receipt by the LEA. The effective date of all other notices shall be the date of the postmark or of the facsimile transmittal date identified in the document. In the event there is a change in the individual to be notified, the CONTRACTOR or the LEA shall provide written notice of the change and, after such notice is provided, all future notices shall be addressed to that individual. Notice may be provided under this section pursuant to regular United States mail if the LEA and CONTRACTOR agree in writing to notice by regular United States mail. If the LEA or CONTRACTOR does not identify an individual to be notified in this section, the person to be notified under this section shall be the LEA or CONTRACTOR representative that executes this contract.

Notices mailed to the LEA shall be addressed to:	Notices to the CONTRACTOR shall be addressed to:
Marilyn Adrianzen, Chief Business Official Name/Title	Name/Title
San Ysidro School District Local Education Agency	Nonpublic School
4350 Otay Mesa Road Address	Address
San Ysidro / CA / 92173 City / State / Zip	City / State / Zip
(619) 428-4476 x 3004 Phone	( ) Phone
(619) 428-6473 Facsimile	( ) Facsimile
marilyn.adrianzen@sysd.k12.ca.us Email Address	Email Address

2.2 INDEPENDENT CONTRACTOR STATUS

This contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

2.3 SUBCONTRACT AND ASSIGNMENT

The CONTRACTOR shall not enter into an initial subcontract with any noncertified Nonpublic Agency (NPA) or provider, for any of the instructional or related services contemplated under this contract without first obtaining written approval by a representative of the San Diego County Office of Education (i.e. County Director of Special Education or a SELPA Director). Such approval shall not be unreasonably withheld. The LEA and CONTRACTOR shall maintain a copy of the written approval.

2.4 INDEMNIFICATION

The CONTRACTOR hereby indemnifies, defends, and holds harmless the LEA, its Board, officers, employees, agents, independent contractors, consultants and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense, cost of temporary classrooms, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of the CONTRACTOR, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

The LEA hereby indemnifies, defends, and holds harmless the CONTRACTOR, its Board, officers, employees, agents, independent contractors, consultants and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense, cost of temporary classrooms, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of the LEA, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

The CONTRACTOR shall have no obligation to indemnify, defend, or hold harmless the LEA, its Board, officers, employees, agents, independent contractors, consultants, and other representatives for the LEA's sole negligence or willful misconduct; and the LEA shall have no obligation to indemnify, defend, or hold harmless the CONTRACTOR, its Board, officers, employees, agents, independent contractors, consultants and other representatives for the CONTRACTOR'S sole negligence or willful misconduct. This indemnity shall survive the termination of the Contract or final payment hereunder, and is in addition to any other rights or remedies that the CONTRACTOR or LEA may have under the law or this contract.

2.5 INSURANCE

During the entire term of this contract and any extension or modification thereof, the CONTRACTOR shall keep in effect a policy or policies of general liability insurance, including contractual liability coverage, professional liability, and auto liability coverage of owned and non-owned vehicles used by CONTRACTOR in relation to the performance of service(s) under this Master Contract, with minimum limits of one million dollars ($1,000,000) per occurrence, and three million dollars ($3,000,000) in aggregate. Such insurance shall name LEA as an additional insured, and an endorsement evidencing such coverage shall be provided within 90 days, only as to matters arising out of this Master Contract for which CONTRACTOR has an obligation to indemnify the LEA, under the Indemnification clause, Section 2.6, of this Master Contract.

Not later than the effective date of this contract, the CONTRACTOR shall provide the LEA with satisfactory evidence of insurance. The insurance maintained by CONTRACTOR shall include a provision for the insurance provider to send written notice of cancellation or modification to the CONTRACTOR at least 30 calendar days before cancellation or adverse material change, or 10 days for nonpayment of premium. Such CONTRACTOR'S insurance may contain the same notice requirement for the LEA. If the insurance provider is only required to send such notice to the CONTRACTOR (but not the LEA) CONTRACTOR shall provide the LEA written notice of cancellation or adverse material modification within one business day after receiving such notice from the insurer. Such notice shall be provided pursuant to Section 2.3 (Notices) of this contract. The CONTRACTOR shall at its own cost and expense procure and maintain insurance under the applicable state's Workers' Compensation laws. Failure to maintain the above mentioned insurance coverage shall be cause for termination of this contract.

LEA warrants that it is self-insured in compliance with the laws of the State of California, that the self insurance covers persons acting on its behalf or under its control, that its self insurance covers LEA's indemnification obligations to CONTRACTOR under this contract, and that LEA agrees to provide coverage to CONTRACTOR pursuant to this self insurance in the event the indemnification obligations of Section 2.6 of this contract are triggered. The LEA further warrants that it shall notify the CONTRACTOR pursuant to Section 2.3 (Notices) of this contract, of any material insurance coverage changes at least thirty days prior to the change.

CONTRACTOR agrees that any subcontractor with which it contracts to provide services pursuant to any Individual Services Agreement, shall submit written proof of insurance in a minimum amount of $1,000,000 per occurrence, including general, liability, auto liability (if applicable), and professional liability (if applicable). Such insurance shall be maintained by any subcontractor for the scope of duties performed and duration of time it provides services to LEA pupils. Proof of insurance shall be provided to the LEA prior to the beginning of transportation services by a subcontractor, and upon renewal of coverage thereafter. Transportation subcontractors shall submit copies of insurance policies upon request of the LEA; otherwise, certificates of insurance may be acceptable proof, provided that the information thereon is adequate and verifiable. Subcontractors shall be required to provide to the CONTRACTOR written notice of cancellation of insurance or adverse material change in such insurance at least 30 days prior to cancellation or adverse material change or within one business day after receiving such notice, whichever is earlier.

2.6 TRANSPORTATION

Transportation to and from school, and the associated costs are the responsibility of the LEA unless otherwise agreed to in writing. LEA accepts full responsibility for pupil safety, and liability for accident, injury, or death, at all times pupil is on a LEA transportation vehicle.

In the event that the CONTRACTOR transports students to or from school due to health, behavior, other emergencies, or as otherwise agreed to by the CONTRACTOR and the LEA, the LEA shall reimburse CONTRACTOR at the rate specified in this Master Contract, (Rate Schedule - Schools: Section 4.1, Agencies: Section 5.1) or a temporary rate agreed to by LEA and CONTRACTOR.

The CONTRACTOR shall have in place a transportation safety plan that prescribes procedures for school personnel to follow to ensure safe transport of pupils. The safety plan shall specify, among other matters, that CONTRACTOR shall provide each pupil being transported with adequate supervision during the transport and with instruction in vehicle emergency procedures and passenger safety, as appropriate to the pupil needs. CONTRACTOR has liability for accident, injury, or death, at all times pupil is in CONTRACTOR vehicle.

2.7 WAIVERS

The LEA and/or CONTRACTOR may independently or jointly submit waivers of applicable state laws and regulations.

2.8 SUCCESSORS IN INTEREST

This contract binds the CONTRACTOR's successors and assignees. CONTRACTOR shall not assign this Master Contract without the written consent of LEA, and any attempt by Contractor to effect such an assignment without the written consent of LEA shall make this Master Contract terminable at the option of the LEA.

2.9 SEVERABILITY

If any provision or portion of a provision of this contract is held in whole or in part to be unenforceable for any reason, the remainder of the provision and of the entire contract shall be severable and shall remain in effect.

2.10 CONFLICTS OF INTEREST

a. The CONTRACTOR agrees to furnish to the LEA a copy of its current bylaws and a current list of its Governing Board of Directors (or Trustees), if it is incorporated. LEA has the right to request a current list of the Board of Directors or Trustees at any time during the term of the Master Contract.

b. CONTRACTOR and members of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest including, but not limited to, employment with LEA, provisions of private party assessments and/or reports, and attendance at the IEP team meetings and/or due process proceedings.

c. Anytime the CONTRACTOR is contracted to conduct a formal Independent Educational Evaluation (IEE), and the IEP team determines that services are necessary as a result of that IEE the LEA shall be obligated to select a service provider who is not the CONTRACTOR. Unless, a service provider who is not the CONTRACTOR is unavailable or unable to provide that service.

2.11 INABILITY TO MEET CONTRACT REQUIREMENTS

The CONTRACTOR shall notify the LEA in writing when the CONTRACTOR is unable to meet the requirements of this contract. The LEA shall notify CONTRACTOR in writing when the LEA is unable to meet the requirements of this contract.

2.12 DISPUTE RESOLUTION

Disagreements concerning the meaning, requirements or performance of this contract shall first be brought to the attention of the other party in writing, pursuant to the notice provisions (Section 2.3) of this contract, in an attempt to resolve the dispute at the lowest level. Any remaining disputes or disagreements may be resolved either 1) as voluntarily agreed to by the parties, 2) by equitable remedies, or 3) by other legal means.

2.13 DUE PROCESS AND COMPLAINT PROCEDURES

CONTRACTOR and LEA shall comply with all applicable federal and state laws and regulations related to Due Process and the rights of students and parents.

CONTRACTOR agrees to maintain policies and procedures as follows: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPAA).

2.14 VENUE AND GOVERNING LAW

This contract, and conditions of this contract, shall be governed by the laws of the State of California with venue in San Diego County, California.

2.15 RIGHT TO REPORT MASTER CONTRACT VIOLATIONS

The CONTRACTOR acknowledges and understands that the LEA may report to the CDE any violations of the provisions of this contract; and that may result in the suspension of the CDE nonpublic school certification pursuant to California EC section 56366.4(a).

2.16 TERMINATION OF MASTER CONTRACT AND/OR INDIVIDUAL SERVICES AGREEMENT

a. Master Contract

Either the LEA or the CONTRACTOR may terminate this Master Contract for cause as set forth in EC section 56366(a)(4), with twenty (20) days written notice pursuant to Section 2.3 of this contract, or immediately if the CONTRACTOR and LEA mutually agree that there are significant health or safety concerns. Cause shall include but not be limited to non maintenance of current nonpublic school certification, failure of either the LEA or the CONTRACTOR to maintain the standards required under the Master Contract and/or Individual Services Agreement, or material breach of the contract by CONTRACTOR or LEA. To terminate the contract either party shall give a minimum of 20 days written notice pursuant to the provisions of Section 2.3 (Notices) of this contract. Upon termination, the LEA shall pay within 45 days, without duplication, for all services performed and expenses incurred to date of termination according to the provisions set forth in Schools Document Section 4.1, Agencies Document Section 5.1 (Rate Schedule) and Main Document Section 4.1 (Billing and Payment) of this contract. CONTRACTOR shall provide to the LEA the IEP/IFSP and all related documents in its possession or under its control pertaining to its services, for all pupils of the LEA who were receiving services from the CONTRACTOR in accordance with applicable state and federal laws regarding student records.

b. Individual Services Agreement

The Individual Services Agreement may be terminated or suspended by the LEA or the CONTRACTOR for cause, as set forth in EC section 56366(a)(4), with twenty (20) days written notice pursuant to Section 2.3 (Notices) of this contract, or immediately if the CONTRACTOR and the LEA mutually agree that there are significant health or safety concerns.

Individual Services Agreements are null and void upon termination of the Master Contract.

The LEA shall not terminate Individual Services Agreements because of the availability of a public class initiated during the course of the contract unless the parent agrees to the transfer of a pupil to a public school program, which agreement must only be given in a duly called and held IEP/IFSP meeting at which the CONTRACTOR is present.

2.17 INDIVIDUALIZED EDUCATION PROGRAM (IEP) / INDIVIDUALIZED FAMILY SERVICE PLAN (IFSP)

When a pupil is accepted for enrollment in a nonpublic school, the CONTRACTOR shall provide the pupil a program of educational instruction and services within the nonpublic school, which is consistent with his or her IEP/IFSP as specified in each pupil's Individual Services Agreement.

The CONTRACTOR shall implement those responsibilities delegated to CONTRACTOR in the plan for transition services (per EC section 56445 and EC section 56462) as stated by the IEP/IFSP.

The CONTRACTOR shall provide an appropriate adult to pupil ratio for pupils with exceptional needs between three and five years of age, in accordance with EC 56441.5.

The LEA shall invite the CONTRACTOR and the CONTRACTOR shall participate in all IEP/IFSP meetings, including those related to placement and those called by the parent in accordance with EC section 56343.5, so long as the pupil is to be served by the CONTRACTOR pursuant to an Individual Services Agreement. The child's present teacher shall participate in the IEP meeting in accordance with EC 56341(b)(3). Every effort shall be made to schedule the meeting at a time and place that is mutually convenient to parents, CONTRACTOR's staff, and LEA's staff.

The local educational agency shall oversee and evaluate the pupil's placement in the NPS through the IEP process. The IEP team shall evaluate whether the pupil is making appropriate educational progress through a review of the student's progress toward IEP goals and, as appropriate, a review of the pupil's scores on state assessments. If the NPS staff or LEA will be making recommendation(s) for significant changes to the student's program, placement or services, the LEA Case Manager and representative of the NPS shall discuss the recommendation(s) prior to the IEP meeting. The IEP team will consider whether or not the needs of the pupil continue to be best met at the nonpublic school, whether changes to the pupil's IEP are necessary,

and whether the pupil may be transitioned to a public school setting (EC 56366(a)(2)(B), EC 56343(d), EC 56043(h)). Partial day attendance at the NPS may be appropriate to support transition to a public school program.

2.18 FREE APPROPRIATE PUBLIC EDUCATION

No charge of any kind to parents shall be made by the CONTRACTOR for educational activities and related services specified on the pupil's IEP/IFSP, including screening or interviews which occur prior to or as a condition of a pupil's enrollment under the terms of the contract, except as specified in writing in a due process procedure that is signed by all relevant parties and attached to the relevant pupil's Individual Services Agreement, or for voluntary extracurricular activities conducted subsequent to written notification to parents as to the cost and the voluntary and extracurricular nature of the activity. Unless the activity (for example, field trips) takes place during a school vacation or holiday, pupils not participating in such activities shall continue to receive special education and/or related services as set forth in their IEP/IFSPs.

2.19 TRANSITION TO A LRE

CONTRACTOR & LEA shall support Least Restrictive Environment options, including dual enrollment, if appropriate, for students enrolled in NPS to have access to the general curriculum and to be educated with nondisabled peers to the maximum extent appropriate.

CONTRACTOR & LEA shall address LRE placement options for students enrolled in NPS at all IEP team meetings, including whether the students may be transitioned to a public school setting.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team's recommendations activities to support the transition.

2.20 PUPIL PROGRESS

The CONTRACTOR shall have written procedures in place for measuring progress utilizing on-going data collection in the goal areas identified on the IEP/IFSP.

The CONTRACTOR shall provide to parents and the LEA case manager written pupil progress reports on the goals in the IEP/IFSP, no less than quarterly. The CONTRACTOR shall submit an updated report if there is no current progress report when pupils are scheduled for a review by the IEP/IFSP team or when a pupil's enrollment is terminated.

The CONTRACTOR shall allow periodic review of each pupil's instructional program by the LEA. Representatives of the LEA shall have reasonable access to observe each pupil at work, observe the instructional setting, meet with the CONTRACTOR and review each pupil's progress, including the behavioral intervention plan, if any. LEA representatives making site visits shall initially report to the CONTRACTOR's site administrative office.

2.21 ASSESSMENTS

a. Individual Student Assessments

If the CONTRACTOR receives a parent request for evaluation, the CONTRACTOR shall inform the parent of his or her ability to submit a written request for evaluation to the LEA in accordance with applicable law. The LEA shall collaborate with the CONTRACTOR to develop the evaluation plan and submit it to the parent for approval. The LEA retains the responsibility for conducting triennial evaluations (EC 56381(c)).

2.22 CONFIDENTIALITY OF RECORDS

All reports, records and other documents that CONTRACTOR is required to submit to LEA, the Special Education Local Plan Area, or otherwise, pursuant to this contract, shall be redacted to the extent necessary and appropriate to protect the confidentiality and privacy of pupils, employees, and subcontractors, as provided for pursuant to state and federal law.

2.23 FORWARDING OF EDUCATIONAL RECORDS

The CONTRACTOR agrees, in the event of school closure, to immediately forward pupil records to the LEA pertaining to the LEA's pupils enrolled in CONTRACTOR's educational program. These records shall include, but need not be limited to, current transcripts, IEP/IFSPs and results of performance testing.

2.24 DATA REPORTING

CONTRACTOR agrees to provide LEA with all student information required for LEA to report to the California Longitudinal Pupil Achievement Data System (CALPADS) as well as other data as required by Every Student Succeeds Act (ESSA) or any federal data reporting requirements, including, but not limited to, data required to calculate enrollment and dropout and graduation rates.

SECTION 3: PERSONNEL

3.1 VERIFICATION OF CREDENTIALS, LICENSES AND OTHER QUALIFICATIONS

The CONTRACTOR shall provide all contracted special education, and/or related services required by the IEP/IFSP, Master Contract and Individual Services Agreement by appropriately qualified staff. The CONTRACTOR shall provide appropriately credentialed teachers and/or licensed or license-eligible personnel or other education related mental health provider consistent with the California laws and regulations unless the California Department of Education has granted a written waiver. The CONTRACTOR shall be responsible for monitoring the status of waiver applications submitted to the state for all non-credentialed teachers and non-licensed service providers. All non-credentialed teachers and non-licensed service providers shall apply for a waiver.

The CONTRACTOR shall be responsible for verification of credentials and licenses held by its employees, agents and subcontractors. Once the CONTRACTOR has provided the LEA with a copy of the credential or license for all staff providing services to children with disabilities, the CONTRACTOR shall supply the LEA with copies of any changes in the credentials or licenses of staff within 45 days of the change in accordance with Title 5, Section 3062.

The CONTRACTOR is fiscally responsible for all training necessary to provide appropriate services per IEP/IFSP. The LEA shall not reimburse CONTRACTOR for training that occurs outside of contact time with student, and that is not during implementation of IEP/IFSP.

Where behavior intervention services are provided by a nonpublic agency, the CONTRACTOR shall train staff in implementing the behavior support plan or Behavior Intervention Plan and pupils shall receive the level of supervision required in the pupil's IEP/IFSP.

The CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including the provisions with respect to supervision.

3.2 EMPLOYEE FINGERPRINTS AND TUBERCULOSIS TESTING

The CONTRACTOR shall ensure that employee fingerprints have been processed in a manner required by EC section 44237. The CONTRACTOR shall maintain a file containing a current certificate of each person covered by Health and Safety Code Sections 121525-121555 (tuberculosis testing). In addition, contractor will adhere to all of the requirements under AB 389.

3.3 QUALIFICATIONS OF INSTRUCTIONAL AIDES AND TEACHER ASSISTANTS

Effective July 1, 2001 the CONTRACTOR shall ensure that newly hired instructional aides and teacher assistants have demonstrated proficiency in basic reading, writing, and mathematics skills, based on a test selected and administered by the CONTRACTOR.

3.4 REQUIREMENT TO REPORT

a. Child Abuse or Molestation

The CONTRACTOR shall maintain a signed statement by all personnel required to sign such a statement under the child abuse reporting laws, acknowledging their training and understanding of the reporting requirements regarding observed or suspected cases of child abuse.

b. Missing Students

The CONTRACTOR shall ensure that staff is aware of its responsibility and requirement to report to parents, and local law enforcement as appropriate, when a pupil leaves campus without permission, immediately upon confirmation that the pupil is missing, in accordance with EC 49370. The CONTRACTOR shall contact the LEA Case Manager by telephone no later than the end of the day in the event a pupil leaves campus without permission, does not return that school day, and is not located at his or her residence or in the custody of his or her parent or guardian.

c. Student Injury

The CONTRACTOR agrees to complete a written report when a pupil has suffered an injury that requires medical attention, and notify the LEA case manager within 48 hours.

In case of incident, the CONTRACTOR agrees to submit a written report to the LEA case manager by the end of the following school day, in cases of injury resulting from physical restraint or the death of a student. The CONTRACTOR agrees to reasonably participate in any communications between a pupil's parents and the LEA regarding any injuries resulting from physical restraint.

SECTION 4: FISCAL

4.1 BILLING AND PAYMENT

a. Invoices

The CONTRACTOR shall submit invoices monthly. Effective date of the invoice shall be the confirmed date of receipt by the LEA, either electronically or by USPS. Invoices should clearly reflect rates as specified in the Master Contract, be in accordance with the Individual Services Agreements, and include all days of creditable service, beginning no earlier than the date specified in the Interim Written Approval or ISA. The CONTRACTOR shall submit said invoice for services rendered no later than thirty (30) days from the end of the attendance accounting period calendar month in which said services are actually provided and the invoice shall be submitted pursuant to Section 2.3 (Notices) of this contract. All education related mental health services will be billed by contractor in separate invoice.

b. Late Invoices

If the LEA does not receive a properly submitted invoice within thirty (30) days from the end of the attendance accounting period calendar month, the LEA may deduct 1.5% per month, calculated proportionately per day, of that total invoice, if the LEA does not agree to the request of the CONTRACTOR to an extension of time to submit the invoice.

c. Payment

The LEA shall make payment within forty-five (45) days of receipt of a properly prepared and submitted invoice and such payment shall be submitted pursuant to Section 2.3 (Notices) of this contract. This payment shall be at the rates agreed to in the Rate Schedule (See Appendix A for Schools, B for Agencies, and C for Room and Board) of this contract and shall be in an amount equal to the number of creditable days of attendance during both the regular and extended school years, make-up sessions (including "excused" absences) per the individual services agreement for each pupil. This calculation shall include the

Extended School Year if the pupil is enrolled in the Extended School Year, and any other absence for which the LEA has agreed to pay CONTRACTOR and any related services and transportation costs as specified in the Rate Schedule (See Appendix A for Schools, B for Agencies, and C for Room and Board) of this contract and in accordance with the Individual Services Agreements. If no notice of withholding is provided to CONTRACTOR within 10 working days of receipt of an invoice, the LEA shall not withhold any payment. Payment by the LEA shall refer to the invoice number or the date of the bill submitted by the CONTRACTOR. If CONTRACTOR agrees to accept credit card payments, and LEA chooses to pay invoices by credit card, the LEA agrees to add the CONTRACTOR'S credit card processing fee to the invoice balance of the credit card payment. Credit card payments will be assumed to have been made on the date the payment posts to the CONTRACTOR'S bank account for late payment and interest calculation purposes.

d. Pupil Enrolled Prior to Approval of Agreement to a Contract

Ed Code addresses situations when a contract has not yet been developed and the pupil is enrolled and receiving services from the Nonpublic School or Agency (ED 56366.9 c (1)).

> "If a pupil is enrolled in a nonpublic, nonsectarian school or agency with the approval of the local educational agency prior to agreement to a contract or individual services agreement, the local educational agency shall issue a warrant, upon submission of an attendance report and claim, for an amount equal to the number of creditable days of attendance at the per diem tuition rate agreed upon prior to the enrollment of the pupil. This provision shall be allowed for 90 days during which time the contract shall be consummated."

Ed Code 56366.9 c (1) above states "this provision shall be allowed for 90 days during which time the contract shall be consummated", however this group has agreed to 180 days.

e. Late Payment

If the payment is not postmarked from the LEA within forty-five (45) days of the receipt of the invoice, the LEA agrees to pay an additional fee of 1.5% interest per month on amounts not paid, such interest being calculated beginning day forty-six (46) from receipt of the invoice. Interest shall be calculated in accordance with standard accounting procedures. The CONTRACTOR shall bill the LEA for the interest. Failure by the LEA to pay an appropriately submitted invoice within 90 days of receipt may be considered a breach of contract.

f. Medi-Cal Reimbursement

Documentation of LEA Medi-CAL Billable Services will be completed by the provider. All documentation of provider services shall be given to the District/SELPA for reimbursement submissions to Medi-Cal. The contractor will not submit any claims in the LBO (LEA) program and the LEA has the right to submit claims for reimbursement.

4.2 RIGHT TO WITHHOLD

The LEA has the right to withhold payment to the CONTRACTOR when the LEA has reliable evidence, described in writing to the CONTRACTOR at the time the notice of withholding is submitted that: (A) service is provided by personnel who are not appropriately credentialed/licensed; (B) records required by the LEA prior to school closure with respect to one or more LEA pupil(s) enrolled in CONTRACTOR's educational program have not been received; (C) the CONTRACTOR confirms a pupil's change of residence to another district but neglects to notify the LEA within 5 days; or (D) the CONTRACTOR fails to notify the LEA within 5 days after the 10th consecutive school day of a pupil's absence. If the basis for withholding is subsections (B) (C) or (D) of this section the LEA may only withhold the proportionate amount of the bill related to that pupil. If the basis for withholding is subsection (A) of this section, the LEA may only withhold payment for services provided by that personnel.

The LEA shall notify CONTRACTOR in writing within 10 working days of receipt of an invoice of any reason why requested payment shall not be paid. (EC section 56366.5(a)). Such notice shall specify the basis for the LEA's withholding payment and shall be made pursuant to Section 2.3 (Notices) of this contract. If no notice of withholding is provided to CONTRACTOR within 10 working days of receipt of an invoice, the LEA shall not withhold any payment. Within fourteen (14) days from the date of

receipt of such notice, the CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for the LEA's withholding payment. Upon receipt of the CONTRACTOR'S written request showing good cause sent pursuant to Section 2.3 (Notices) of this Contract, the LEA shall extend the CONTRACTOR'S time to respond by an additional fourteen days. The CONTRACTOR shall submit rebilling for payment no later than thirty (30) calendar days when an invoice is returned to the CONTRACTOR with a notice of withholding. Upon verification of remediation of identified deficiencies and receipt of rebilling, the LEA shall pay the resubmitted invoice in accordance with Schools: Section 4.1, Agencies: Section 5.1 (Rate Schedule) of this contract. If CONTRACTOR does not resubmit sufficient rebilling or verify remediation of identified deficiencies within thirty (30) calendar days, that shall constitute a reason to continue to withhold payment unless and until CONTRACTOR resubmits the bill and corrects the deficiencies as noted in the original notice of withholding.

4.3 INSPECTION AND AUDIT

a. Maintenance of Fiscal Records

The CONTRACTOR shall maintain cost data in sufficient detail to verify the annual operating budget in providing education and designated instructional services to children with disabilities and shall make that data available to the LEA upon reasonable request consistent with the provisions of this section. Fiscal records shall be maintained by the CONTRACTOR for five years and shall be available for audit consistent with the provisions of this section.

b. Maintenance of Student Records

District of residence is the custodian of the student records.

c. LEA Access to Documents Related to the Master Contact

The CONTRACTOR shall provide access to, or forward copies of, any documents or other matters relating to the contract within 20 days upon reasonable request by the LEA except as otherwise provided by law. The reason for this request for records shall be provided to the CONTRACTOR at the time it is made. The CONTRACTOR may request from the LEA an extension of time to comply with any records request, which shall not be unreasonably withheld. Such documents may include: 1) registers and roll books of teachers; 2) daily service logs and notes or other documents used to record the provision of related services; 3) absence verification records; 4) transportation records; 5) staff lists specifying credentials held, business and/or professional licenses held documents evidencing other qualifications; 6) dates of hire, and dates of termination; 7) staff time sheets; 8) non-paid volunteer sign-in sheets; 9) related services contracts; 10) school calendars; 11) bell/class schedules; 12) liability and workers' compensation insurance policies; 13) state nonpublic school certifications; 14) marketing materials; 15) statements of income and expenses; 16) general ledgers and supporting documents; 17) all budgetary information and projections submitted by the CONTRACTOR to LEA for purpose of contract negotiations. Contractor shall maintain written policies concerning operations that are consistent with law, regulations, safety, and good practice. These policies, in whole or in part, shall be made available to LEA upon written request. Contractor shall include LEAs in distribution of communication to families which references significant changes to school policies or procedures.

d. Audit Exceptions

The CONTRACTOR agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions identified by appropriate LEA personnel or State or Federal audit agencies occurring as a result of the CONTRACTOR's performance of this contract. The CONTRACTOR also agrees to pay to the LEA within thirty days of demand by LEA for any financial penalties resulting from any audit exceptions to the extent they are attributable to the CONTRACTOR's failure to perform properly any of its obligations under this contract unless the LEA agrees to different terms in writing and any demand by LEA for such payment shall be made pursuant to the notice provisions of Section 2.3 of this contract. Any, and all audit exceptions must be specified in complete detail before any demand from the LEA for any amount set forth therein.

e. Reasons for Unannounced Visits

LEA and/or Special Education Local Plan Area representatives may make unannounced inspections when there is a concern regarding the health, safety, or welfare of a child, or a substantial concern regarding the implementation of the IEP.

SECTION 5: SIGNATURES

This Nonpublic Master Contract 2019-2020, including its component parts, may be signed in counterparts and the signatures may appear on separate signature pages. A copy and/or original, with all signatures attached, shall be deemed a fully executed document. A facsimile version of any party's signature shall be deemed an original. The parties hereto have executed this Contract by and through their duly authorized agents or representatives as indicated by their signatures.

This contract is effective on July 1, 2019 and terminates at 5:00 p.m. on June 30, 2020 unless sooner terminated as provided herein.

CONTRACTOR
Nonpublic ☐ School ☒ Agency

_____ DATE:_____
Authorized Representative Signature

_____
(Type) Name and Title

LEA
Local Educational Agency

_____ DATE:_____
Authorized Representative Signature

Marilyn Adrianzen, Chief Business Official
(Type) Name and Title

LEA Board Approval DATE:_____

LEA: San Ysidro School Distict Nonpublic: _____

2019-2020
Nonpublic
Master Contract

Appendix B: Agencies

san diego county office of EDUCATION
FUTURE WITHOUT BOUNDARIES™
Student Services and Programs Division
Special Education Department

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2019-2020

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NONPUBLIC MASTER CONTRACT
Appendix B: Agencies

CONTRACT YEAR 2019-2020

SECTION 1: EDUCATIONAL PROGRAM

1.1 ADMISSION/ENROLLMENT PROCEDURES

Prior to the CONTRACTOR deciding whether or not to enroll a pupil, the LEA shall provide the CONTRACTOR a copy of the pupil's current IEP/IFSP, and facilitate an observation of the pupil, data gathering from the current or prior education providers, and any other reasonable information gathering CONTRACTOR wishes to undertake prior to making an enrollment decision. The CONTRACTOR retains the right to decline enrollment of any pupil and nothing in this contract shall be construed to limit this right.

If a pupil is being considered for enrollment, his or her IEP/IFSP shall be reviewed in collaboration with the LEA, CONTRACTOR, parents, and other invited participants, as appropriate.

The CONTRACTOR shall notify the LEA of its decision to decline enrollment or the effective date of enrollment of the pupil in accordance with Section 9 (Notices) of this contract within 10 working days of receipt of the referral.

1.2 SUPPLIES AND EQUIPMENT

The CONTRACTOR shall be responsible for providing all standard and usual supplies and equipment required for the general program provided by CONTRACTOR. If an individual pupil's IEP/IFSP requires specialized equipment and/or supplies beyond the CONTRACTOR'S general program, the LEA shall provide them unless otherwise specified in the Individual Services Agreement. The LEA shall provide the low incidence equipment assigned to the pupil through the IEP/IFSP unless CONTRACTOR specifically agrees in the Individual Services Agreement to provide the low incidence equipment. Supplies and/or equipment purchased and/or provided by the LEA remain the property of the LEA and supplies and/or equipment purchased and/or provided by CONTRACTOR remain the property of CONTRACTOR, if not specifically reimbursed by the LEA for that specific supply or equipment. If the CONTRACTOR provides DIS and/or related services, the CONTRACTOR shall be responsible for providing usual and reasonable supplies and assessment tools necessary to implement the provision of services unless otherwise agreed in the Individual Services Agreement.

1.3 CALENDAR

The CONTRACTOR shall only provide designated instruction and services during the period of the pupil's regular or extended school year program, or both, at the location designated by the IEP, unless otherwise specified by the pupil's IEP/IFSP. The CONTRACTOR shall observe the following legal holidays including Independence Day, Veteran's Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King Jr. Day, President's Day, and Memorial Day, as specified in the CONTRACTOR'S official calendar. Make-up sessions may be scheduled for other days of school vacations.

1.4 PARENT VISITS/COMMUNICATION

a. The CONTRACTOR shall provide for reasonable parental visits to all of the agency facilities including, but not limited to, the instructional setting attended by pupils and recreational activity areas. CONTRACTOR shall notify case manager or other authorized district representative of all planned parental visits, and provide opportunity for case manager or other district representative to attend visit. The CONTRACTOR shall use its good faith efforts to provide that parental visits are in agreement with a court order, if any.

b. All communication between CONTRACTOR and Parent regarding programmatic decisions must include case manager or other authorized IEP team member, unless authorized by LEA representative or case manager, regarding program recommendations.

1.5 OWNERSHIP

All activity plans, token systems, reinforce systems or inventories, visual schedules, data, drills, progress reports, quarterly reports, behavior intervention plans, behavior support plans, behavior graphs, student assessment results, and program materials created specifically for individual pupils by CONTRACTOR under this Agreement shall be the joint property of CONTRACTOR and LEA.

1.6 STAFF ABSENCES

When a provider is absent, The CONTRACTOR shall provide appropriate coverage in accordance with EC section 56061. The CONTRACTOR shall provide the LEA the documentation of such coverage upon request. As appropriate, the CONTRACTOR and the LEA may make arrangements for make-up sessions, usually within 30 days, at a mutually convenient time and location if appropriate staff is not available to provide coverage for staff absences.

CONTRACTORS who provide nurses, 1:1 aides or 1:1 behavior intervention staff in accordance with an individual student's IEP/IFSP shall provide substitute coverage when the staff member is absent, unless other arrangements have been made with the LEA on a case by case basis.

SECTION 2: ATTENDANCE

The CONTRACTOR shall keep original records of services provided to each pupil in a register, report or record with the pupil's absences clearly indicated. The CONTRACTOR shall file the signed copies of such service logs with monthly invoices to the LEA within thirty (30) days of the close of the school month. The documents and reports identified in this section shall be provided to LEA pursuant to the provisions in Section 2.3 (Notices) of the Nonpublic Master Contract Main Document. The CONTRACTOR is responsible for verifying accuracy of the service logs and for informing subcontractors of their personal responsibility for the completion and accuracy of said forms. A unit of service for payment purposes is one session as specified in the pupil's IEP/IFSP.

If a pupil's absences exceed more than ten days, the CONTRACTOR may notify the LEA of the intent to terminate the Individual Services Agreement and if it does, at the same time it shall request an IEP/IFSP meeting. Said notice shall be provided pursuant to Section 9 (Notices) of this contract. Upon receipt of this request, the LEA shall convene an IEP/IFSP meeting as soon as possible to review the placement, modify the IEP/IFSP if appropriate, or determine another appropriate placement option for the student.

If a CONTRACTOR attempts to provide services for 5 consecutive days or sessions, and the student is not available for the service, the CONTRACTOR may suspend the Individual Services Agreement and notify the district of the need to convene a meeting of the IEP/IFSP team to attempt to resolve the problem. If a pupil's absences exceed more than ten unreimbursed days, the CONTRACTOR may notify the LEA of the intent to terminate the Individual Services Agreement and if it does, at the same time it shall request an IEP/IFSP meeting. Said notice shall be provided pursuant to Section 9 (Notices) of this contract. Upon receipt of this request, the LEA shall convene an IEP/IFSP meeting as soon as possible to determine another appropriate placement option for the student.

SECTION 3: SAFETY

3.1 SAFE AND APPROPRIATE ENVIRONMENT

If nonpublic agency services are not provided on a school site, the CONTRACTOR shall be responsible for providing facilities in which it provides the services agreed to in the Individual Services Agreement, unless there is written agreement to the contrary. CONTRACTOR shall comply with applicable law with respect to the structural specifications of the facilities in which it provides services. CONTRACTOR shall comply with all applicable local, county, and/or state ordinances and statutes relating to fire, health, sanitation and building safety. If services are provided at a school site, the CONTRACTOR shall participate in the regularly scheduled fire, earthquake, and disaster drills as appropriate.

When the IEP specifies that NPA services are to be provided in the child's home, the parent/guardian or another adult caregiver designated by the parent shall be present in the home while the services are delivered.

SECTION 4: CONFLICT OF INTEREST

All recommendations for service by CONTRACTOR are the decisions of the IEP team.

To the extent required by EC section 56366.3, CONTRACTOR shall not provide special education and related services, administration, or supervision by an individual who is or was an employee of a contracting district, special education local plan area, or county office within the last 365 days, except if the individual was involuntarily terminated or laid off as part of necessary staff reductions from the contracting district, special education local plan area, or county office. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to 10 months of the school year by the district, special education local plan area, or county office. For purposes of this section the special education local plan area shall be the special education local plan area of which the LEA is a member and the county office shall refer to the San Diego County Office of Education.

In terms of determining whether an individual who provides special education and related services, administration, or supervision, is or was an employee of a contracting district, special education local plan area, or county office within the last 365 days or whether the individual was involuntarily terminated or laid off as part of necessary staff reductions from the contracting district, special education local plan area, or county office, the information provided to the CONTRACTOR by the individual in his or her application for employment, resume, or other paperwork, shall be conclusive evidence on this issue for purposes of determining compliance (if required) with EC section 56366.3. No payment shall be withheld or reimbursement demanded from CONTRACTOR if the individual failed to disclose on his or her application, resume, or paperwork, submitted to the CONTRACTOR that he or she is or was an employee of a contracting district, special education local plan area, or county office within the last 365 days or misstates the reason for separation. However, if the LEA subsequently provides CONTRACTOR written notice (pursuant to Section 9 of this contract) that an individual who provides special education and related services, administration, or supervision, is or was an employee of a contracting district, special education local plan area, or county office within the last 365 days (and was not involuntarily terminated or laid off as part of necessary staff reductions) the CONTRACTOR shall have five school days from receipt of the written notice to investigate the matter and to determine the accurate facts and whether the individual should be terminated. The CONTRACTOR shall not be subject to any payment withholding or reimbursement demands ("penalties") for the time period prior to receiving the written notice or for the five school days after such written notice is received.

The CONTRACTOR shall be subject to penalties required by EC section 56366.3, commencing the sixth school day after such notice is provided only if both of the following conditions occur: 1) if it is determined that the individual was an employee of a contracting district, special education local plan area, or county office within the last 365 days and was not involuntarily terminated or laid off as part of necessary staff reductions and 2) if the individual was not terminated prior to the sixth school day after receiving written notice from the LEA, special education local plan, or county office, or did not otherwise stop providing special education and related services, administration or supervision on behalf of CONTRACTOR. If the CONTRACTOR is subject to penalties, the time period for which penalties may be assessed, if required by EC section 56366.3, shall not be retroactive but shall only commence on the sixth school day after the CONTRACTOR received written notice from the LEA as specified in this paragraph. The penalty, if imposed, shall only apply to the salary of the person who was previously employed by an LEA within the last 365 days.

SECTION 5: FINANCIAL

5.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: ABA Education Foundation

The CONTRACTOR NUMBER: 1A-37-117

Education service(s) offered by the CONTRACTOR, and the charges for such service(s) during the term of this contract, shall be as follows:

RELATED SERVICES	RATE	PERIOD
Intensive Individual Services (340)		
Individual and Small Group Instruction (Ages 3-5 only) (350)		
Language and Speech (415)		
Language and Speech (415) - SLP-A (Credentialed)		
Language and Speech (415) – Speech Therapy Assistant		
Language and Speech (415) – Bilingual SLP		
Language and Speech (415) - Assessment		
Adapted Physical Education (425)		
Adapted Physical Education Assessment (425)		
Health and Nursing: Specialized Physical Health Care LVN (435)		
Health and Nursing: Specialized Physical Health Care RN (435)		
Health and Nursing: Specialized Physical Health Care CRN (435)		
Health and Nursing: Other Services LVN (436)		
Health and Nursing: Other Services RN (436)		
Health and Nursing: Other Services CRN (436)		
Health and Nursing: Other Services Health Aide/CNA (436)		
Assistive Technology Services – Credentialed (445)		
Assistive Technology Services - Classified (445)		
Assistive Technology Services Assessment (445)		
Occupational Therapy (450)		
Occupational Therapy (450) – Certified OT Assistant		
Occupational Therapy (460) - Assessment		

Physical Therapy (460)		
Physical Therapy PT Assistant (460)		
Physical Therapy Assessment (460)		
Individual Counseling (510)		
Counseling and Guidance (515)		
Parent Counseling (520)		
Social Work Services (525)		
Psychological Services (530)		
Psychological Services Assessment (530)		
Behavior Intervention Services (535)	75.00	hr
Behavior Intervention Services (535) - Supervision	75.00	hr
Behavior Intervention Services (535) – Other Provider/Beh.Tech		
Specialized Services for Low Incidence Disabilities (610)		
Specialized Services for Low Incidence Disabilities Assess (610)		
Specialized Deaf and Hard of Hearing (710)		
Specialized Deaf and Hard of Hearing Assessment (710)		
Interpreter Services (715)		
Interpreter Services Shift Differential (715)		
Audiological Services (720)		
Audiological Services Assessment (720)		
Specialized Vision Services (725)		
Specialized Vision Services Assessment (725)		
Orientation and Mobility (730)		
Orientation and Mobility Assessment (730)		
Braille Transcription (735)		
Specialized Orthopedic Services (740)		
Specialized Orthopedic Services Assessment (740)		
Reader Services (745)		

SECTION 5: FINANCIAL

5.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: All Source Recruiting Group: Ardor Health Solutions

The CONTRACTOR NUMBER: 2A-FL-004

Education service(s) offered by the CONTRACTOR, and the charges for such service(s) during the term of this contract, shall be as follows:

RELATED SERVICES	RATE	PERIOD
Intensive Individual Services (340)		
Individual and Small Group Instruction (Ages 3-5 only) (350)		
Language and Speech (415)	76.00	hr
Language and Speech (415) - SLP-A (Credentialed)		
Language and Speech (415) – Speech Therapy Assistant		
Language and Speech (415) – Bilingual SLP	77.00	hr
Language and Speech (415) - Assessment		
Adapted Physical Education (425)		
Adapted Physical Education Assessment (425)		
Health and Nursing: Specialized Physical Health Care LVN (435)		
Health and Nursing: Specialized Physical Health Care RN (435)		
Health and Nursing: Specialized Physical Health Care CRN (435)		
Health and Nursing: Other Services LVN (436)		
Health and Nursing: Other Services RN (436)		
Health and Nursing: Other Services CRN (436)		
Health and Nursing: Other Services Health Aide/CNA (436)		
Assistive Technology Services – Credentialed (445)		
Assistive Technology Services - Classified (445)		
Assistive Technology Services Assessment (445)		
Occupational Therapy (450)		
Occupational Therapy (450) – Certified OT Assistant		
Occupational Therapy (460) - Assessment		

SECTION 5: FINANCIAL

5.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: BMR Health

The CONTRACTOR NUMBER: 1A-01-205A

Education service(s) offered by the CONTRACTOR, and the charges for such service(s) during the term of this contract, shall be as follows:

RELATED SERVICES	RATE	PERIOD
Intensive Individual Services (340)		
Individual and Small Group Instruction (Ages 3-5 only) (350)		
Language and Speech (415)	77.25	hr
Language and Speech (415) - SLP-A (Credentialed)		
Language and Speech (415) – Speech Therapy Assistant		
Language and Speech (415) – Bilingual SLP	77.25	hr
Language and Speech (415) - Assessment		
Adapted Physical Education (425)		
Adapted Physical Education Assessment (425)		
Health and Nursing: Specialized Physical Health Care LVN (435)		
Health and Nursing: Specialized Physical Health Care RN (435)		
Health and Nursing: Specialized Physical Health Care CRN (435)		
Health and Nursing: Other Services LVN (436)		
Health and Nursing: Other Services RN (436)		
Health and Nursing: Other Services CRN (436)		
Health and Nursing: Other Services Health Aide/CNA (436)		
Assistive Technology Services – Credentialed (445)		
Assistive Technology Services - Classified (445)		
Assistive Technology Services Assessment (445)		
Occupational Therapy (450)		
Occupational Therapy (450) – Certified OT Assistant		
Occupational Therapy (460) - Assessment		

SECTION 5: FINANCIAL

5.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Educational Based Services

The CONTRACTOR NUMBER: 2A-PA-001

Education service(s) offered by the CONTRACTOR, and the charges for such service(s) during the term of this contract, shall be as follows:

RELATED SERVICES	RATE	PERIOD
!ntensive Individual Services (340)		
Individual and Small Group Instruction (Ages 3-5 only) (350)		
Language and Speech (415)	75.00	hr
Language and Speech (415) - SLP-A (Credentialed)		
Language and Speech (415) – Speech Therapy Assistant		
Language and Speech (415) – Bilingual SLP	76.88	hr
Language and Speech (415) - Assessment		
Adapted Physical Education (425)		
Adapted Physical Education Assessment (425)		
Health and Nursing: Specialized Physical Health Care LVN (435)		
Health and Nursing: Specialized Physical Health Care RN (435)		
Health and Nursing: Specialized Physical Health Care CRN (435)		
Health and Nursing: Other Services LVN (436)		
Health and Nursing: Other Services RN (436)		
Health and Nursing: Other Services CRN (436)		
Health and Nursing: Other Services Health Aide/CNA (436)		
Assistive Technology Services – Credentialed (445)		
Assistive Technology Services - Classified (445)		
Assistive Technology Services Assessment (445)		
Occupational Therapy (450)		
Occupational Therapy (450) – Certified OT Assistant		
Occupational Therapy (460) - Assessment		

SECTION 5: FINANCIAL

5.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Maxim Staffing Solutions

The CONTRACTOR NUMBER: 1A-19-210

Education service(s) offered by the CONTRACTOR, and the charges for such service(s) during the term of this contract, shall be as follows:

RELATED SERVICES	RATE	PERIOD
Intensive Individual Services (340)		
Individual and Small Group Instruction (Ages 3-5 only) (350)		
Language and Speech (415)	78.00	hr
Language and Speech (415) - SLP-A (Credentialed)	58.00	hr
Language and Speech (415) – Speech Therapy Assistant		
Language and Speech (415) – Bilingual SLP		
Language and Speech (415) - Assessment		
Adapted Physical Education (425)		
Adapted Physical Education Assessment (425)		
Health and Nursing: Specialized Physical Health Care LVN (435)	39.43	hr
Health and Nursing: Specialized Physical Health Care RN (435)		
Health and Nursing: Specialized Physical Health Care CRN (435)		
Health and Nursing: Other Services LVN (436)		
Health and Nursing: Other Services RN (436)		
Health and Nursing: Other Services CRN (436)		
Health and Nursing: Other Services Health Aide/CNA (436)	27.32	hr
Assistive Technology Services – Credentialed (445)		
Assistive Technology Services - Classified (445)		
Assistive Technology Services Assessment (445)		
Occupational Therapy (450)		
Occupational Therapy (450) – Certified OT Assistant		
Occupational Therapy (460) - Assessment		

SECTION 5: FINANCIAL

5.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Staff Rehab

The CONTRACTOR NUMBER: 1A-30-199

Education service(s) offered by the CONTRACTOR, and the charges for such service(s) during the term of this contract, shall be as follows:

RELATED SERVICES	RATE	PERIOD
Intensive Individual Services (340)		
Individual and Small Group Instruction (Ages 3-5 only) (350)		
Language and Speech (415)	77.00	hr
Language and Speech (415) - SLP-A (Credentialed)	57.00	hr
Language and Speech (415) – Speech Therapy Assistant		
Language and Speech (415) – Bilingual SLP		
Language and Speech (415) - Assessment		
Adapted Physical Education (425)		
Adapted Physical Education Assessment (425)		
Health and Nursing: Specialized Physical Health Care LVN (435)	38.00	hr
Health and Nursing: Specialized Physical Health Care RN (435)		
Health and Nursing: Specialized Physical Health Care CRN (435)		
Health and Nursing: Other Services LVN (436)		
Health and Nursing: Other Services RN (436)		
Health and Nursing: Other Services CRN (436)		
Health and Nursing: Other Services Health Aide/CNA (436)	26.00	hr
Assistive Technology Services – Credentialed (445)		
Assistive Technology Services - Classified (445)		
Assistive Technology Services Assessment (445)		
Occupational Therapy (450)		
Occupational Therapy (450) – Certified OT Assistant		
Occupational Therapy (460) - Assessment		

SECTION 5: FINANCIAL

5.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: The Stepping Stones Group

The CONTRACTOR NUMBER: 2A-CO-001

Education service(s) offered by the CONTRACTOR, and the charges for such service(s) during the term of this contract, shall be as follows:

RELATED SERVICES	RATE	PERIOD
Intensive Individual Services (340)		
Individual and Small Group Instruction (Ages 3-5 only) (350)		
Language and Speech (415)	77.00	hr
Language and Speech (415) - SLP-A (Credentialed)		
Language and Speech (415) – Speech Therapy Assistant		
Language and Speech (415) – Bilingual SLP	77.25	hr
Language and Speech (415) - Assessment		
Adapted Physical Education (425)		
Adapted Physical Education Assessment (425)		
Health and Nursing: Specialized Physical Health Care LVN (435)		
Health and Nursing: Specialized Physical Health Care RN (435)		
Health and Nursing: Specialized Physical Health Care CRN (435)		
Health and Nursing: Other Services LVN (436)		
Health and Nursing: Other Services RN (436)		
Health and Nursing: Other Services CRN (436)		
Health and Nursing: Other Services Health Aide/CNA (436)		
Assistive Technology Services – Credentialed (445)		
Assistive Technology Services - Classified (445)		
Assistive Technology Services Assessment (445)		
Occupational Therapy (450)		
Occupational Therapy (450) – Certified OT Assistant		
Occupational Therapy (460) - Assessment		

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
(For Use With APPENDIX B: AGENCIES)
2019-2020

INTERIM WRITTEN APPROVAL

For Provision of Special Education/Related Services and Payment

Pursuant to Section 1.1 of the Master Contract (Main Document),

the Local Education Agency (LEA) San Ysidro School District

provides to the CONTRACTOR The Stepping Stones Group

interim written approval for CONTRACTOR to provide the agreed upon Special Education and/or Related Services

identified in the most recent IEP/IFSP of all assigned students,
(Student Name)

at the rates set forth in Appendix B: Agencies: Section 5.1 of the Master Contract for the 2019 - 2020 Contract Year.

Anticipated Student Start Date: July 22, 2019.

This interim written approval shall be for a maximum period of 180 days, beginning with the anticipated student start date at the nonpublic school or nonpublic agency. If an Individual Services Agreement and/or Master Contract is not completed and executed by the LEA and the CONTRACTOR within this 180 day period, the LEA or CONTRACTOR may request an IEP meeting to be held as soon as possible to discuss a change in placement for the pupil. The LEA shall continue to reimburse the CONTRACTOR as set forth in the interim written approval, or as otherwise agreed by the parties in writing, pending any change in placement or subsequent execution of an Individual Services Agreement.

This interim written approval does not require the CONTRACTOR to provide services for 180 days, or for any maximum period of time. The parties have already agreed, or may agree, to hold an IEP meeting within 30 days of the student's first day of attendance.

Agreed to by the District Representative of the Special Education Unit of the LEA:

_____ _____
Signature Date

Mariln Adrianzen, Chief Business Official
Name/Title

Agreed to by the CONTRACTOR:

_____ _____
Signature Date

Laurie McCloskey, President
Name/Title

SECTION 6: APPROVALS

CONTRACTOR
Nonpublic Agency

_____ DATE: _____
Authorized Representative Signature

_____
(Type) Name and Title

LEA
Local Educational Agency

_____ DATE: _____
Authorized Representative Signature

Marilyn Adrianzen, Chief Business Official
(Type) Name and Title

LEA Board Approval DATE: _____

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 11, 2019

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

FROM:
Special Education
Oscar Madera, Director

INITIAL:
☐ Informational
☒ Action

AGENDA ITEM: SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACTS WITH NONPUBLIC SCHOOLS FOR 2019-2020 SCHOOL YEAR

BACKGROUND INFORMATION:
California's nonpublic schools (NPS) are specialized schools that provide services to public school students with disabilities. *EC* Section 56034 defines a nonpublic, nonsectarian school (nonreligious) as a private, nonsectarian school that enrolls individuals with exceptional needs pursuant to an individualized education program. The tuition of a student in an NPS is paid by the public LEA that places the student in the NPS based on the student's individual needs. Unlike other private schools, each NPS is certified by the CDE.

In order to be in compliance with State and Federal Regulations, administration requests approval of the following nonpublic schools for 2019-2020.

Nonpublic School	Annual Estimated Cost up to
Aseltine School	$46,471.96
The Institute for Effective Ed.	$210,524.70
San Diego Center for Children	$75,394.20
Estimated Total:	**$332,390.86**

RECOMMENDATION:
Approve the San Diego County Nonpublic Master Contracts of the above-mentioned Nonpublic Schools to provide specialized instructional services for school year 2019-2020 at an estimated cost up to $332,390.86 from the Special Education fund.

LCAP GOAL AND ACTION/SERVICE:
Goal 1, Item 1.21: Continue to provide site and/or district based academic intervention programs to serve the districts subgroups (i.e. English Learners, Low Income, Students with Disabilities, etc...) and educationally disadvantaged students in program improvement schools. Personnel (e.g. instructional aides) may be hired to support in-class interventions for all student subgroups and educationally disadvantaged students at all school sites.

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

Financial Implications?	Are funds for this item available in the 2019-2020 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$332,390.86	Special Education	
(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

2019-2020
San Diego County Nonpublic Master Contract

Directions:

- *Main document **must** be completed for every Nonpublic School/Agency or Room & Board Contract.*
- *Complete and attach Appendices A: School, B: Agency, C: Room & Board as appropriate.*

san diego county office of EDUCATION
FUTURE WITHOUT BOUNDARIES™
Student Services and Programs Division
Special Education Department

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APPENDIX B: AGENCIES

APPENDIX C: ROOM AND BOARD

Directions:

- *Main document **must** be completed for every Nonpublic School/Agency or Room & Board Contract*
- *Complete and attach Appendices A: School, B: Agency, C: Room & Board as appropriate.*

LEA: San Ysidro School District Nonpublic: VARIOUS NON PUBLIC SCHOOLS

2019-2020
Nonpublic Master Contract

Main Document



Student Services and Programs Division
Special Education Department

San Diego County Nonpublic Master Contract
Main Document

2019-2020

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San Diego County Nonpublic Master Contract
Main Document

2019-2020

NONPUBLIC
MASTER CONTRACT

CONTRACT YEAR 2019-2020

This Master Contract is made and entered into

this 12th day of July, 2019 between the

San Ysidro School District, County of San Diego,
(Local Education Agency)

hereinafter sometimes referred to as the "LEA," and

(Nonpublic,)

hereinafter referred to as "CONTRACTOR."

San Diego County Nonpublic Master Contract
Main Document

2019-2020

SECTION 1: AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1.1 MASTER CONTRACT

For the purpose of providing special education and related services to individuals with exceptional needs under the authorization of Education Code sections 56157, 56361, and 56365-56366.5 the Master Contract consists of (the Main Document and Master Contract Appendices A (Schools), B (Agencies), C (Room & Board). The general term "Master Contract" refers to the Master Contract /Main Document/ and Master Contract /Appendices A (Schools), B (Agencies), and C (Room and Board) given to the CONTRACTOR by a representative of the LEA's Special Education Unit on terms acceptable to the LEA and CONTRACTOR.[1] It is also understood that this contract does not commit the CONTRACTOR to provide special education and related services to any individual unless and until an Individual Services Agreement is executed between the LEA and the CONTRACTOR on behalf of such individual or interim written approval is given to the CONTRACTOR by an authorized representative of the LEA's Special Education Unit. This interim written approval shall be for a maximum period of 90 days, beginning with the anticipated student start date, during which time the contract and/or Individual Services Agreement shall be completed and executed by the LEA and CONTRACTOR. If an Individual Services Agreement is not completed and executed by the LEA and the CONTRACTOR within this ninety-day period, the LEA or CONTRACTOR may request an IEP meeting to be held as soon as possible to discuss a change in placement for the pupil. The LEA shall continue to reimburse the CONTRACTOR as set forth in the interim written approval, or as otherwise agreed by the parties in writing, pending any change in placement or subsequent execution of an Individual Services Agreement.

1.2 SUPERSEDES PRIOR CONTRACTS

This Master Contract includes the Main Document, Appendix A (Schools), Appendix B (Agencies), Appendix C (Room and Board), to the extent that they are applicable, and each ISA, all of which are incorporated herein by this reference and any exhibits or attachments hereto constitute the entire agreement between the parties to this contract and supersedes any prior contract, understanding, or agreement with respect to the terms set forth in this contract.

1.3 MODIFICATIONS AND AMENDMENTS

The LEA and CONTRACTOR agree that any amendments to the contract must be in writing and approved by the LEA's Governing Board and the Board of Directors/Trustees or authorized representative of CONTRACTOR. Prior to executing a written amendment to the contract, the LEA shall obtain approval from the San Diego County SELPA Directors and the County Director of Special Education. In implementing this Master Contract, any specific terms related to an individual pupil shall be reflected in the Individual Services Agreement.

1.4 INDIVIDUAL SERVICES AGREEMENT

The LEA and CONTRACTOR shall enter into an Individual Services Agreement for each pupil who is to receive special education and/or related services provided by the CONTRACTOR. The LEA is responsible for completing each pupil's Individual Services Agreement, which shall identify the provider of each service required by the pupil's Individualized Education Program (IEP) or Individualized Family Service Plan (IFSP) (CCR 3062(e)). Individual Services Agreements shall only be issued for those pupils enrolled with the approval of the LEA. Changes in any LEA pupil's educational program, including instruction, services, or instructional setting provided under this contract, may only be made on the basis of revisions to the pupil's IEP or IFSP. At any time during the term of this contract, the parent, the CONTRACTOR or LEA may request a review of the pupil's IEP/IFSP, subject to all procedural safeguards required by law, including notice given to and participation by the CONTRACTOR in the IEP Team meeting. In the event that the CONTRACTOR recommends that the pupil requires either a lesser or more restrictive placement than the CONTRACTOR can provide, the CONTRACTOR will notify the LEA immediately. The LEA shall expedite the review and/or the resulting change in placement, and shall modify the Individual Services Agreement as appropriate if there is a change in the instructional and/or other services provided.

[1] Please see Appendix B for Agencies for exceptions to NPA Hired as Full Time Equivalent.

1.5 NONPUBLIC CERTIFICATION OR WAIVER

A current copy of the CONTRACTOR'S California Department of Education Nonpublic Certification or waiver of such certification issued by CDE pursuant to EC 56366.2 is attached hereto. This Master Contract shall be null and void if such certification is expired, revoked, rescinded, or otherwise nullified during the effective period of this contract.

1.6 TERM OF MASTER CONTRACT

Neither the CONTRACTOR nor the LEA is required to renew this contract in subsequent contract years. In the event that a pupil is enrolled with the CONTRACTOR during the term of this contract and said pupil continues to receive special education and/or related services by the CONTRACTOR as approved by the LEA in accordance with the pupil's IEP/IFSP and either (a) a new contract has not been fully executed or (b) the CONTRACTOR or the LEA chooses not to renew this contract, the terms of this contract and associated Individual Service Agreements shall apply to any and all special education and/or related services provided by CONTRACTOR and payment for those services by the LEA.

Upon agreement of both parties to this Master Contract, its provisions shall be retroactive to the beginning of this contract year (July 1st), to cover services provided by the CONTRACTOR to LEA students, unless otherwise mutually agreed upon by both parties.

The term of this Master Contract shall be from July 1, 20 19 to June 30, 20 20.

Any subsequent Master Contract is to be renegotiated prior to June 30 of each year.

This Master Contract has no force or effect until approved or ratified by the LEA's Governing Board.

1.7 COMPLIANCE WITH APPLICABLE FEDERAL AND STATE LAWS

During the term of this contract, the CONTRACTOR and LEA shall comply with all applicable federal and state laws and regulations relating to the required special education and designated instruction and services and facilities for individuals with exceptional needs, including those not expressly documented in this Master Contract.

a. Nondiscrimination

The CONTRACTOR and the LEA shall not discriminate on the basis of race, religion, sex, national origin, age, sexual orientation disability or any other classification protected by federal or state laws in employment or operation of its programs.

b. Sexual Harassment Policy

The CONTRACTOR shall have a written policy on sexual harassment in accordance with state and federal regulations and guidelines.

c. Corporal Punishment Prohibitions

(l) No public education agency, or nonpublic school or agency serving individuals pursuant to Education Code Section 56365 et seq., may authorize, order, consent to, or pay for any of the following interventions, or any other interventions similar to or like the following:
(1) Any intervention that is designed to, or likely to, cause physical pain;
(2) Releasing noxious, toxic or otherwise unpleasant sprays, mists, or substances in proximity to the individual's face;
(3) Any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities;
(4) Any intervention which is designed to subject, used to subject, or likely to subject the individual to verbal abuse, ridicule or humiliation, or which can be expected to cause excessive emotional trauma;
(5) Restrictive interventions which employ a device or material or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by

trained personnel as a limited emergency intervention pursuant to subsection (i) of Ed Code Section 56521.2 (a) (5)
(6) Locked seclusion, except pursuant to subsection (i)(4)(A) of Ed Code Section 56521.2 (a) (6)
(7) Any intervention that precludes adequate supervision of the individual; and
(8) Any intervention which deprives the individual of one or more of his or her senses.

d. Student Discipline

Contractor shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations, such that students who exhibit serious behavioral challenges receive timely and appropriate assessments and positive supports and interventions in accordance with the federal Individuals with Disabilities Education Act and its implementing regulations.

When a CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, the CONTRACTOR shall immediately submit a written discipline report to the LEA. Written discipline reports shall include, but not be limited to: the student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. LEA will schedule an IEP meeting or if appropriate, a manifestation determination IEP meeting when required and in accordance with California Education Code.

e. Behavioral Emergency Reports (Ed. 56521.1(a))

(1) Anytime an emergency intervention is used pursuant to Ed Code Section 56521.1(a) subsection (i), CONTRACTOR must notify LEA and IEP team immediately and document emergency intervention in a "Behavioral Emergency Report" as defined by 56521.1(e).
(2) Whenever a "Behavioral Emergency Report" is written regarding an individual who does not have a behavioral intervention plan, the designated responsible administrator shall, within two days, schedule an IEP team meeting to review the emergency report, to determine the necessity for a functional behavioral assessment, and to determine the necessity for an interim behavioral intervention plan.
(3) Anytime a "Behavioral Emergency Report" is written regarding an individual who has a behavioral intervention plan, any incident involving a previously unseen serious behavior problem or where a previously designed intervention is not effective should be referred to the IEP team to review and determine if the incident constitutes a need to modify the plan.
(4) "Behavioral Emergency Report" data shall be collected by CONTRACTOR and be submitted to LEA.
(5) A summary of Behavioral Emergency Reports shall be submitted at least monthly to the LEA and the Director of the Special Education Local Plan Area of which the LEA is a member.

1.8 DEFINITIONS

"DAYS": For the purpose of the contract, "days" refers to calendar days unless otherwise specified.

"PARENT": For the purpose of the contract, a parent (34CFR 300.30(a) is the natural parent, adoptive parent, or legal guardian or any other adult granted educational decision-making rights by the natural or adoptive parent or a court of competent jurisdiction. A trained, certified surrogate parent, identified by the LEA, may act on behalf of the pupil if no parent, guardian or person acting as a parent can be located. The LEA shall be responsible for providing a translator for the parent if needed.

SECTION 2: ADMINISTRATION OF CONTRACT

2.1 NOTICES

Notices provided for by this contract shall be in writing, be delivered to the individual identified below in this section, and shall be delivered by certified, registered, or return receipt requested mail, postage prepaid, or by facsimile transmission, unless a specific section of this contract requires or allows notice or contact to be made in a different manner or to a different individual. The effective date of an invoice shall be the date of its receipt by the LEA. The effective date of all other notices shall be the date of the postmark or of the facsimile transmittal date identified in the document. In the event there is a change in the individual to be notified, the CONTRACTOR or the LEA shall provide written notice of the change and, after such notice is provided, all future notices shall be addressed to that individual. Notice may be provided under this section pursuant to regular United States mail if the LEA and CONTRACTOR agree in writing to notice by regular United States mail. If the LEA or CONTRACTOR does not identify an individual to be notified in this section, the person to be notified under this section shall be the LEA or CONTRACTOR representative that executes this contract.

Notices mailed to the LEA shall be addressed to:	Notices to the CONTRACTOR shall be addressed to:
Marilyn Adrianzen, Chief Business Official Name/Title	Name/Title
San Ysidro School District Local Education Agency	Nonpublic School
4350 Otay Mesa Road Address	Address
San Ysidro / CA / 92173 City / State / Zip	City / State / Zip
(619) 428-4476 x 3004 Phone	( ) Phone
(619) 428-6473 Facsimile	( ) Facsimile
marilyn.adrianzen@sysdschools.org Email Address	Email Address

2.2 INDEPENDENT CONTRACTOR STATUS

This contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

2.3 SUBCONTRACT AND ASSIGNMENT

The CONTRACTOR shall not enter into an initial subcontract with any noncertified Nonpublic Agency (NPA) or provider, for any of the instructional or related services contemplated under this contract without first obtaining written approval by a representative of the San Diego County Office of Education (i.e. County Director of Special Education or a SELPA Director). Such approval shall not be unreasonably withheld. The LEA and CONTRACTOR shall maintain a copy of the written approval.

2.4 INDEMNIFICATION

The CONTRACTOR hereby indemnifies, defends, and holds harmless the LEA, its Board, officers, employees, agents, independent contractors, consultants and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense, cost of temporary classrooms, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of the CONTRACTOR, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

The LEA hereby indemnifies, defends, and holds harmless the CONTRACTOR, its Board, officers, employees, agents, independent contractors, consultants and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense, cost of temporary classrooms, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of the LEA, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

The CONTRACTOR shall have no obligation to indemnify, defend, or hold harmless the LEA, its Board, officers, employees, agents, independent contractors, consultants, and other representatives for the LEA's sole negligence or willful misconduct; and the LEA shall have no obligation to indemnify, defend, or hold harmless the CONTRACTOR, its Board, officers, employees, agents, independent contractors, consultants and other representatives for the CONTRACTOR'S sole negligence or willful misconduct. This indemnity shall survive the termination of the Contract or final payment hereunder, and is in addition to any other rights or remedies that the CONTRACTOR or LEA may have under the law or this contract.

2.5 INSURANCE

During the entire term of this contract and any extension or modification thereof, the CONTRACTOR shall keep in effect a policy or policies of general liability insurance, including contractual liability coverage, professional liability, and auto liability coverage of owned and non-owned vehicles used by CONTRACTOR in relation to the performance of service(s) under this Master Contract, with minimum limits of one million dollars ($1,000,000) per occurrence, and three million dollars ($3,000,000) in aggregate. Such insurance shall name LEA as an additional insured, and an endorsement evidencing such coverage shall be provided within 90 days, only as to matters arising out of this Master Contract for which CONTRACTOR has an obligation to indemnify the LEA, under the Indemnification clause, Section 2.6, of this Master Contract.

Not later than the effective date of this contract, the CONTRACTOR shall provide the LEA with satisfactory evidence of insurance. The insurance maintained by CONTRACTOR shall include a provision for the insurance provider to send written notice of cancellation or modification to the CONTRACTOR at least 30 calendar days before cancellation or adverse material change, or 10 days for nonpayment of premium. Such CONTRACTOR'S insurance may contain the same notice requirement for the LEA. If the insurance provider is only required to send such notice to the CONTRACTOR (but not the LEA) CONTRACTOR shall provide the LEA written notice of cancellation or adverse material modification within one business day after receiving such notice from the insurer. Such notice shall be provided pursuant to Section 2.3 (Notices) of this contract. The CONTRACTOR shall at its own cost and expense procure and maintain insurance under the applicable state's Workers' Compensation laws. Failure to maintain the above mentioned insurance coverage shall be cause for termination of this contract.

LEA warrants that it is self-insured in compliance with the laws of the State of California, that the self insurance covers persons acting on its behalf or under its control, that its self insurance covers LEA's indemnification obligations to CONTRACTOR under this contract, and that LEA agrees to provide coverage to CONTRACTOR pursuant to this self insurance in the event the indemnification obligations of Section 2.6 of this contract are triggered. The LEA further warrants that it shall notify the CONTRACTOR pursuant to Section 2.3 (Notices) of this contract, of any material insurance coverage changes at least thirty days prior to the change.

CONTRACTOR agrees that any subcontractor with which it contracts to provide services pursuant to any Individual Services Agreement, shall submit written proof of insurance in a minimum amount of $1,000,000 per occurrence, including general, liability, auto liability (if applicable), and professional liability (if applicable). Such insurance shall be maintained by any subcontractor for the scope of duties performed and duration of time it provides services to LEA pupils. Proof of insurance shall be provided to the LEA prior to the beginning of transportation services by a subcontractor, and upon renewal of coverage thereafter. Transportation subcontractors shall submit copies of insurance policies upon request of the LEA; otherwise, certificates of insurance may be acceptable proof, provided that the information thereon is adequate and verifiable. Subcontractors shall be required to provide to the CONTRACTOR written notice of cancellation of insurance or adverse material change in such insurance at least 30 days prior to cancellation or adverse material change or within one business day after receiving such notice, whichever is earlier.

2.6 TRANSPORTATION

Transportation to and from school, and the associated costs are the responsibility of the LEA unless otherwise agreed to in writing. LEA accepts full responsibility for pupil safety, and liability for accident, injury, or death, at all times pupil is on a LEA transportation vehicle.

In the event that the CONTRACTOR transports students to or from school due to health, behavior, other emergencies, or as otherwise agreed to by the CONTRACTOR and the LEA, the LEA shall reimburse CONTRACTOR at the rate specified in this Master Contract, (Rate Schedule - Schools: Section 4.1, Agencies: Section 5.1) or a temporary rate agreed to by LEA and CONTRACTOR.

The CONTRACTOR shall have in place a transportation safety plan that prescribes procedures for school personnel to follow to ensure safe transport of pupils. The safety plan shall specify, among other matters, that CONTRACTOR shall provide each pupil being transported with adequate supervision during the transport and with instruction in vehicle emergency procedures and passenger safety, as appropriate to the pupil needs. CONTRACTOR has liability for accident, injury, or death, at all times pupil is in CONTRACTOR vehicle.

2.7 WAIVERS

The LEA and/or CONTRACTOR may independently or jointly submit waivers of applicable state laws and regulations.

2.8 SUCCESSORS IN INTEREST

This contract binds the CONTRACTOR's successors and assignees. CONTRACTOR shall not assign this Master Contract without the written consent of LEA, and any attempt by Contractor to effect such an assignment without the written consent of LEA shall make this Master Contract terminable at the option of the LEA.

2.9 SEVERABILITY

If any provision or portion of a provision of this contract is held in whole or in part to be unenforceable for any reason, the remainder of the provision and of the entire contract shall be severable and shall remain in effect.

2.10 CONFLICTS OF INTEREST

a. The CONTRACTOR agrees to furnish to the LEA a copy of its current bylaws and a current list of its Governing Board of Directors (or Trustees), if it is incorporated. LEA has the right to request a current list of the Board of Directors or Trustees at any time during the term of the Master Contract.

b. CONTRACTOR and members of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest including, but not limited to, employment with LEA, provisions of private party assessments and/or reports, and attendance at the IEP team meetings and/or due process proceedings.

c. Anytime the CONTRACTOR is contracted to conduct a formal Independent Educational Evaluation (IEE), and the IEP team determines that services are necessary as a result of that IEE the LEA shall be obligated to select a service provider who is not the CONTRACTOR. Unless, a service provider who is not the CONTRACTOR is unavailable or unable to provide that service.

2.11 INABILITY TO MEET CONTRACT REQUIREMENTS

The CONTRACTOR shall notify the LEA in writing when the CONTRACTOR is unable to meet the requirements of this contract. The LEA shall notify CONTRACTOR in writing when the LEA is unable to meet the requirements of this contract.

2.12 DISPUTE RESOLUTION

Disagreements concerning the meaning, requirements or performance of this contract shall first be brought to the attention of the other party in writing, pursuant to the notice provisions (Section 2.3) of this contract, in an attempt to resolve the dispute at the lowest level. Any remaining disputes or disagreements may be resolved either 1) as voluntarily agreed to by the parties, 2) by equitable remedies, or 3) by other legal means.

2.13 DUE PROCESS AND COMPLAINT PROCEDURES

CONTRACTOR and LEA shall comply with all applicable federal and state laws and regulations related to Due Process and the rights of students and parents.

CONTRACTOR agrees to maintain policies and procedures as follows: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPAA).

2.14 VENUE AND GOVERNING LAW

This contract, and conditions of this contract, shall be governed by the laws of the State of California with venue in San Diego County, California.

2.15 RIGHT TO REPORT MASTER CONTRACT VIOLATIONS

The CONTRACTOR acknowledges and understands that the LEA may report to the CDE any violations of the provisions of this contract; and that may result in the suspension of the CDE nonpublic school certification pursuant to California EC section 56366.4(a).

2.16 TERMINATION OF MASTER CONTRACT AND/OR INDIVIDUAL SERVICES AGREEMENT

a. Master Contract

Either the LEA or the CONTRACTOR may terminate this Master Contract for cause as set forth in EC section 56366(a)(4), with twenty (20) days written notice pursuant to Section 2.3 of this contract, or immediately if the CONTRACTOR and LEA mutually agree that there are significant health or safety concerns. Cause shall include but not be limited to non maintenance of current nonpublic school certification, failure of either the LEA or the CONTRACTOR to maintain the standards required under the Master Contract and/or Individual Services Agreement, or material breach of the contract by CONTRACTOR or LEA. To terminate the contract either party shall give a minimum of 20 days written notice pursuant to the provisions of Section 2.3 (Notices) of this contract. Upon termination, the LEA shall pay within 45 days, without duplication, for all services performed and expenses incurred to date of termination according to the provisions set forth in Schools Document Section 4.1, Agencies Document Section 5.1 (Rate Schedule) and Main Document Section 4.1 (Billing and Payment) of this contract. CONTRACTOR shall provide to the LEA the IEP/IFSP and all related documents in its possession or under its control pertaining to its services, for all pupils of the LEA who were receiving services from the CONTRACTOR in accordance with applicable state and federal laws regarding student records.

b. Individual Services Agreement

The Individual Services Agreement may be terminated or suspended by the LEA or the CONTRACTOR for cause, as set forth in EC section 56366(a)(4), with twenty (20) days written notice pursuant to Section 2.3 (Notices) of this contract, or immediately if the CONTRACTOR and the LEA mutually agree that there are significant health or safety concerns.

Individual Services Agreements are null and void upon termination of the Master Contract.

The LEA shall not terminate Individual Services Agreements because of the availability of a public class initiated during the course of the contract unless the parent agrees to the transfer of a pupil to a public school program, which agreement must only be given in a duly called and held IEP/IFSP meeting at which the CONTRACTOR is present.

2.17 INDIVIDUALIZED EDUCATION PROGRAM (IEP) / INDIVIDUALIZED FAMILY SERVICE PLAN (IFSP)

When a pupil is accepted for enrollment in a nonpublic school, the CONTRACTOR shall provide the pupil a program of educational instruction and services within the nonpublic school, which is consistent with his or her IEP/IFSP as specified in each pupil's Individual Services Agreement.

The CONTRACTOR shall implement those responsibilities delegated to CONTRACTOR in the plan for transition services (per EC section 56445 and EC section 56462) as stated by the IEP/IFSP.

The CONTRACTOR shall provide an appropriate adult to pupil ratio for pupils with exceptional needs between three and five years of age, in accordance with EC 56441.5.

The LEA shall invite the CONTRACTOR and the CONTRACTOR shall participate in all IEP/IFSP meetings, including those related to placement and those called by the parent in accordance with EC section 56343.5, so long as the pupil is to be served by the CONTRACTOR pursuant to an Individual Services Agreement. The child's present teacher shall participate in the IEP meeting in accordance with EC 56341(b)(3). Every effort shall be made to schedule the meeting at a time and place that is mutually convenient to parents, CONTRACTOR's staff, and LEA's staff.

The local educational agency shall oversee and evaluate the pupil's placement in the NPS through the IEP process. The IEP team shall evaluate whether the pupil is making appropriate educational progress through a review of the student's progress toward IEP goals and, as appropriate, a review of the pupil's scores on state assessments. If the NPS staff or LEA will be making recommendation(s) for significant changes to the student's program, placement or services, the LEA Case Manager and representative of the NPS shall discuss the recommendation(s) prior to the IEP meeting. The IEP team will consider whether or not the needs of the pupil continue to be best met at the nonpublic school, whether changes to the pupil's IEP are necessary,

and whether the pupil may be transitioned to a public school setting (EC 56366(a)(2)(B), EC 56343(d), EC 56043(h)). Partial day attendance at the NPS may be appropriate to support transition to a public school program.

2.18 FREE APPROPRIATE PUBLIC EDUCATION

No charge of any kind to parents shall be made by the CONTRACTOR for educational activities and related services specified on the pupil's IEP/IFSP, including screening or interviews which occur prior to or as a condition of a pupil's enrollment under the terms of the contract, except as specified in writing in a due process procedure that is signed by all relevant parties and attached to the relevant pupil's Individual Services Agreement, or for voluntary extracurricular activities conducted subsequent to written notification to parents as to the cost and the voluntary and extracurricular nature of the activity. Unless the activity (for example, field trips) takes place during a school vacation or holiday, pupils not participating in such activities shall continue to receive special education and/or related services as set forth in their IEP/IFSPs.

2.19 TRANSITION TO A LRE

CONTRACTOR & LEA shall support Least Restrictive Environment options, including dual enrollment, if appropriate, for students enrolled in NPS to have access to the general curriculum and to be educated with nondisabled peers to the maximum extent appropriate.

CONTRACTOR & LEA shall address LRE placement options for students enrolled in NPS at all IEP team meetings, including whether the students may be transitioned to a public school setting.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team's recommendations activities to support the transition.

2.20 PUPIL PROGRESS

The CONTRACTOR shall have written procedures in place for measuring progress utilizing on-going data collection in the goal areas identified on the IEP/IFSP.

The CONTRACTOR shall provide to parents and the LEA case manager written pupil progress reports on the goals in the IEP/IFSP, no less than quarterly. The CONTRACTOR shall submit an updated report if there is no current progress report when pupils are scheduled for a review by the IEP/IFSP team or when a pupil's enrollment is terminated.

The CONTRACTOR shall allow periodic review of each pupil's instructional program by the LEA. Representatives of the LEA shall have reasonable access to observe each pupil at work, observe the instructional setting, meet with the CONTRACTOR and review each pupil's progress, including the behavioral intervention plan, if any. LEA representatives making site visits shall initially report to the CONTRACTOR's site administrative office.

2.21 ASSESSMENTS

a. Individual Student Assessments

If the CONTRACTOR receives a parent request for evaluation, the CONTRACTOR shall inform the parent of his or her ability to submit a written request for evaluation to the LEA in accordance with applicable law. The LEA shall collaborate with the CONTRACTOR to develop the evaluation plan and submit it to the parent for approval. The LEA retains the responsibility for conducting triennial evaluations (EC 56381(c)).

2.22 CONFIDENTIALITY OF RECORDS

All reports, records and other documents that CONTRACTOR is required to submit to LEA, the Special Education Local Plan Area, or otherwise, pursuant to this contract, shall be redacted to the extent necessary and appropriate to protect the confidentiality and privacy of pupils, employees, and subcontractors, as provided for pursuant to state and federal law.

2.23 FORWARDING OF EDUCATIONAL RECORDS

The CONTRACTOR agrees, in the event of school closure, to immediately forward pupil records to the LEA pertaining to the LEA's pupils enrolled in CONTRACTOR's educational program. These records shall include, but need not be limited to, current transcripts, IEP/IFSPs and results of performance testing.

2.24 DATA REPORTING

CONTRACTOR agrees to provide LEA with all student information required for LEA to report to the California Longitudinal Pupil Achievement Data System (CALPADS) as well as other data as required by Every Student Succeeds Act (ESSA) or any federal data reporting requirements, including, but not limited to, data required to calculate enrollment and dropout and graduation rates.

SECTION 3: PERSONNEL

3.1 VERIFICATION OF CREDENTIALS, LICENSES AND OTHER QUALIFICATIONS

The CONTRACTOR shall provide all contracted special education, and/or related services required by the IEP/IFSP, Master Contract and Individual Services Agreement by appropriately qualified staff. The CONTRACTOR shall provide appropriately credentialed teachers and/or licensed or license-eligible personnel or other education related mental health provider consistent with the California laws and regulations unless the California Department of Education has granted a written waiver. The CONTRACTOR shall be responsible for monitoring the status of waiver applications submitted to the state for all non-credentialed teachers and non-licensed service providers. All non-credentialed teachers and non-licensed service providers shall apply for a waiver.

The CONTRACTOR shall be responsible for verification of credentials and licenses held by its employees, agents and subcontractors. Once the CONTRACTOR has provided the LEA with a copy of the credential or license for all staff providing services to children with disabilities, the CONTRACTOR shall supply the LEA with copies of any changes in the credentials or licenses of staff within 45 days of the change in accordance with Title 5, Section 3062.

The CONTRACTOR is fiscally responsible for all training necessary to provide appropriate services per IEP/IFSP. The LEA shall not reimburse CONTRACTOR for training that occurs outside of contact time with student, and that is not during implementation of IEP/IFSP.

Where behavior intervention services are provided by a nonpublic agency, the CONTRACTOR shall train staff in implementing the behavior support plan or Behavior Intervention Plan and pupils shall receive the level of supervision required in the pupil's IEP/IFSP.

The CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including the provisions with respect to supervision.

3.2 EMPLOYEE FINGERPRINTS AND TUBERCULOSIS TESTING

The CONTRACTOR shall ensure that employee fingerprints have been processed in a manner required by EC section 44237. The CONTRACTOR shall maintain a file containing a current certificate of each person covered by Health and Safety Code Sections 121525-121555 (tuberculosis testing). In addition, contractor will adhere to all of the requirements under AB 389.

3.3 QUALIFICATIONS OF INSTRUCTIONAL AIDES AND TEACHER ASSISTANTS

Effective July 1, 2001 the CONTRACTOR shall ensure that newly hired instructional aides and teacher assistants have demonstrated proficiency in basic reading, writing, and mathematics skills, based on a test selected and administered by the CONTRACTOR.

3.4 REQUIREMENT TO REPORT

a. Child Abuse or Molestation

The CONTRACTOR shall maintain a signed statement by all personnel required to sign such a statement under the child abuse reporting laws, acknowledging their training and understanding of the reporting requirements regarding observed or suspected cases of child abuse.

b. Missing Students

The CONTRACTOR shall ensure that staff is aware of its responsibility and requirement to report to parents, and local law enforcement as appropriate, when a pupil leaves campus without permission, immediately upon confirmation that the pupil is missing, in accordance with EC 49370. The CONTRACTOR shall contact the LEA Case Manager by telephone no later than the end of the day in the event a pupil leaves campus without permission, does not return that school day, and is not located at his or her residence or in the custody of his or her parent or guardian.

c. Student Injury

The CONTRACTOR agrees to complete a written report when a pupil has suffered an injury that requires medical attention, and notify the LEA case manager within 48 hours.

In case of incident, the CONTRACTOR agrees to submit a written report to the LEA case manager by the end of the following school day, in cases of injury resulting from physical restraint or the death of a student. The CONTRACTOR agrees to reasonably participate in any communications between a pupil's parents and the LEA regarding any injuries resulting from physical restraint.

SECTION 4: FISCAL

4.1 BILLING AND PAYMENT

a. Invoices

The CONTRACTOR shall submit invoices monthly. Effective date of the invoice shall be the confirmed date of receipt by the LEA, either electronically or by USPS. Invoices should clearly reflect rates as specified in the Master Contract, be in accordance with the Individual Services Agreements, and include all days of creditable service, beginning no earlier than the date specified in the Interim Written Approval or ISA. The CONTRACTOR shall submit said invoice for services rendered no later than thirty (30) days from the end of the attendance accounting period calendar month in which said services are actually provided and the invoice shall be submitted pursuant to Section 2.3 (Notices) of this contract. All education related mental health services will be billed by contractor in separate invoice.

b. Late Invoices

If the LEA does not receive a properly submitted invoice within thirty (30) days from the end of the attendance accounting period calendar month, the LEA may deduct 1.5% per month, calculated proportionately per day, of that total invoice, if the LEA does not agree to the request of the CONTRACTOR to an extension of time to submit the invoice.

c. Payment

The LEA shall make payment within forty-five (45) days of receipt of a properly prepared and submitted invoice and such payment shall be submitted pursuant to Section 2.3 (Notices) of this contract. This payment shall be at the rates agreed to in the Rate Schedule (See Appendix A for Schools, B for Agencies, and C for Room and Board) of this contract and shall be in an amount equal to the number of creditable days of attendance during both the regular and extended school years, make-up sessions (including "excused" absences) per the individual services agreement for each pupil. This calculation shall include the

Extended School Year if the pupil is enrolled in the Extended School Year, and any other absence for which the LEA has agreed to pay CONTRACTOR and any related services and transportation costs as specified in the Rate Schedule (See Appendix A for Schools, B for Agencies, and C for Room and Board) of this contract and in accordance with the Individual Services Agreements. If no notice of withholding is provided to CONTRACTOR within 10 working days of receipt of an invoice, the LEA shall not withhold any payment. Payment by the LEA shall refer to the invoice number or the date of the bill submitted by the CONTRACTOR. If CONTRACTOR agrees to accept credit card payments, and LEA chooses to pay invoices by credit card, the LEA agrees to add the CONTRACTOR'S credit card processing fee to the invoice balance of the credit card payment. Credit card payments will be assumed to have been made on the date the payment posts to the CONTRACTOR'S bank account for late payment and interest calculation purposes.

d. Pupil Enrolled Prior to Approval of Agreement to a Contract

Ed Code addresses situations when a contract has not yet been developed and the pupil is enrolled and receiving services from the Nonpublic School or Agency (ED 56366.9 c (1)).

> "If a pupil is enrolled in a nonpublic, nonsectarian school or agency with the approval of the local educational agency prior to agreement to a contract or individual services agreement, the local educational agency shall issue a warrant, upon submission of an attendance report and claim, for an amount equal to the number of creditable days of attendance at the per diem tuition rate agreed upon prior to the enrollment of the pupil. This provision shall be allowed for 90 days during which time the contract shall be consummated."

Ed Code 56366.9 c (1) above states "this provision shall be allowed for 90 days during which time the contract shall be consummated", however this group has agreed to 180 days.

e. Late Payment

If the payment is not postmarked from the LEA within forty-five (45) days of the receipt of the invoice, the LEA agrees to pay an additional fee of 1.5% interest per month on amounts not paid, such interest being calculated beginning day forty-six (46) from receipt of the invoice. Interest shall be calculated in accordance with standard accounting procedures. The CONTRACTOR shall bill the LEA for the interest. Failure by the LEA to pay an appropriately submitted invoice within 90 days of receipt may be considered a breach of contract.

f. Medi-Cal Reimbursement

Documentation of LEA Medi-CAL Billable Services will be completed by the provider. All documentation of provider services shall be given to the District/SELPA for reimbursement submissions to Medi-Cal. The contractor will not submit any claims in the LBO (LEA) program and the LEA has the right to submit claims for reimbursement.

4.2 RIGHT TO WITHHOLD

The LEA has the right to withhold payment to the CONTRACTOR when the LEA has reliable evidence, described in writing to the CONTRACTOR at the time the notice of withholding is submitted that: (A) service is provided by personnel who are not appropriately credentialed/licensed; (B) records required by the LEA prior to school closure with respect to one or more LEA pupil(s) enrolled in CONTRACTOR's educational program have not been received; (C) the CONTRACTOR confirms a pupil's change of residence to another district but neglects to notify the LEA within 5 days; or (D) the CONTRACTOR fails to notify the LEA within 5 days after the 10th consecutive school day of a pupil's absence. If the basis for withholding is subsections (B) (C) or (D) of this section the LEA may only withhold the proportionate amount of the bill related to that pupil. If the basis for withholding is subsection (A) of this section, the LEA may only withhold payment for services provided by that personnel.

The LEA shall notify CONTRACTOR in writing within 10 working days of receipt of an invoice of any reason why requested payment shall not be paid. (EC section 56366.5(a)). Such notice shall specify the basis for the LEA's withholding payment and shall be made pursuant to Section 2.3 (Notices) of this contract. If no notice of withholding is provided to CONTRACTOR within 10 working days of receipt of an invoice, the LEA shall not withhold any payment. Within fourteen (14) days from the date of

receipt of such notice, the CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for the LEA's withholding payment. Upon receipt of the CONTRACTOR'S written request showing good cause sent pursuant to Section 2.3 (Notices) of this Contract, the LEA shall extend the CONTRACTOR'S time to respond by an additional fourteen days. The CONTRACTOR shall submit rebilling for payment no later than thirty (30) calendar days when an invoice is returned to the CONTRACTOR with a notice of withholding. Upon verification of remediation of identified deficiencies and receipt of rebilling, the LEA shall pay the resubmitted invoice in accordance with Schools: Section 4.1, Agencies: Section 5.1 (Rate Schedule) of this contract. If CONTRACTOR does not resubmit sufficient rebilling or verify remediation of identified deficiencies within thirty (30) calendar days, that shall constitute a reason to continue to withhold payment unless and until CONTRACTOR resubmits the bill and corrects the deficiencies as noted in the original notice of withholding.

4.3 INSPECTION AND AUDIT

a. Maintenance of Fiscal Records

The CONTRACTOR shall maintain cost data in sufficient detail to verify the annual operating budget in providing education and designated instructional services to children with disabilities and shall make that data available to the LEA upon reasonable request consistent with the provisions of this section. Fiscal records shall be maintained by the CONTRACTOR for five years and shall be available for audit consistent with the provisions of this section.

b. Maintenance of Student Records

District of residence is the custodian of the student records.

c. LEA Access to Documents Related to the Master Contact

The CONTRACTOR shall provide access to, or forward copies of, any documents or other matters relating to the contract within 20 days upon reasonable request by the LEA except as otherwise provided by law. The reason for this request for records shall be provided to the CONTRACTOR at the time it is made. The CONTRACTOR may request from the LEA an extension of time to comply with any records request, which shall not be unreasonably withheld. Such documents may include: 1) registers and roll books of teachers; 2) daily service logs and notes or other documents used to record the provision of related services; 3) absence verification records; 4) transportation records; 5) staff lists specifying credentials held, business and/or professional licenses held documents evidencing other qualifications; 6) dates of hire, and dates of termination; 7) staff time sheets; 8) non-paid volunteer sign-in sheets; 9) related services contracts; 10) school calendars; 11) bell/class schedules; 12) liability and workers' compensation insurance policies; 13) state nonpublic school certifications; 14) marketing materials; 15) statements of income and expenses; 16) general ledgers and supporting documents; 17) all budgetary information and projections submitted by the CONTRACTOR to LEA for purpose of contract negotiations. Contractor shall maintain written policies concerning operations that are consistent with law, regulations, safety, and good practice. These policies, in whole or in part, shall be made available to LEA upon written request. Contractor shall include LEAs in distribution of communication to families which references significant changes to school policies or procedures.

d. Audit Exceptions

The CONTRACTOR agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions identified by appropriate LEA personnel or State or Federal audit agencies occurring as a result of the CONTRACTOR's performance of this contract. The CONTRACTOR also agrees to pay to the LEA within thirty days of demand by LEA for any financial penalties resulting from any audit exceptions to the extent they are attributable to the CONTRACTOR's failure to perform properly any of its obligations under this contract unless the LEA agrees to different terms in writing and any demand by LEA for such payment shall be made pursuant to the notice provisions of Section 2.3 of this contract. Any, and all audit exceptions must be specified in complete detail before any demand from the LEA for any amount set forth therein.

e. Reasons for Unannounced Visits

LEA and/or Special Education Local Plan Area representatives may make unannounced inspections when there is a concern regarding the health, safety, or welfare of a child, or a substantial concern regarding the implementation of the IEP.

SECTION 5: SIGNATURES

This Nonpublic Master Contract 2019-2020, including its component parts, may be signed in counterparts and the signatures may appear on separate signature pages. A copy and/or original, with all signatures attached, shall be deemed a fully executed document. A facsimile version of any party's signature shall be deemed an original. The parties hereto have executed this Contract by and through their duly authorized agents or representatives as indicated by their signatures.

This contract is effective on July 1, 2019 and terminates at 5:00 p.m. on June 30, 2020 unless sooner terminated as provided herein.

CONTRACTOR
Nonpublic ☒ School ☐ Agency

_____ DATE:_____
Authorized Representative Signature

_____
(Type) Name and Title

LEA
Local Educational Agency

_____ DATE:_____
Authorized Representative Signature

Marilyn Adrianzen, Chief Business Official
(Type) Name and Title

LEA Board Approval DATE:_____

LEA: San Ysidro School District Nonpublic: VARIOUS NON PUBLIC SCHOOLS

2019-2020
Nonpublic
Master Contract

Appendix A: Schools



Student Services and Programs Division
Special Education Department

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
2019-2020

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NONPUBLIC MASTER CONTRACT
Appendix A: Schools

CONTRACT YEAR 2019-2020

SECTION 1: NONPUBLIC SCHOOLS ASSOCIATED WITH LICENSED CHILDREN'S INSTITUTIONS (LCIs)

When a nonpublic, nonsectarian school is owned, operated by, or associated with a licensed children's institution, that nonpublic, nonsectarian school shall provide documentation to the LEA that the LCI does not require as a condition of residential placement in the LCI, either of the following: that the student be identified as an individual with exceptional needs per EC 56062 (Health and Safety Code 1501.1(b), EC 56155.7), or that the student attend the nonpublic school associated with the LCI (EC 56366.9). Educational placement of a student in the NPS associated with the LCI may only take place if the LEA determines that alternative educational programs are not available (EC 56366.9).

SECTION 2: EDUCATIONAL PROGRAM

2.1 ADMISSION / ENROLLMENT PROCEDURE

Prior to the CONTRACTOR deciding whether or not to enroll a pupil, the LEA shall provide the CONTRACTOR a copy of the pupil's current IEP/IFSP and immunization records. The LEA shall facilitate an observation of the pupil, data gathering from the current or prior education providers, and any other reasonable information gathering CONTRACTOR wishes to undertake prior to making an enrollment decision. The CONTRACTOR retains the right to decline enrollment of any pupil and nothing in this contract shall be construed to limit this right.

If a pupil is being considered for enrollment, his or her IEP/IFSP shall be reviewed in collaboration with the LEA, CONTRACTOR, parents, and other invited participants, as appropriate.

The CONTRACTOR will make a good faith effort to notify the LEA of its decision to decline enrollment within 10 working days based on a review of the application packet. The CONTRACTOR shall notify the LEA of the effective date of enrollment, or decline of enrollment after gathering additional information, as soon as possible in accordance with Section 2.3 (Notices) of the Nonpublic Master Contract Main Document.

2.2 GENERAL PROGRAM OF INSTRUCTION

The Contractors educational materials, services, and programs will be consistent with the pupil's individualized education program in accordance with Education Code 56366.10. The pupil's IEP/IFSP shall be aligned with the state standards as appropriate to meet the individual pupil's needs. The CONTRACTOR shall utilize materials, methods and instructional time in accordance with the pupil's IEP/IFSP and the Individual Services Agreement. The NPS offers/provides students with access to the following educational materials: for K and grades 1 to 8 inclusive, state-adopted standards-based, core curriculum and instructional materials; for grades 9 to 12, inclusive, standards-based, core curriculum and instructional materials used by any local education agency that contracts with the NPS, nonsectarian school.

The CONTRACTOR's general program of instruction, including its technology plan and descriptions of courses leading to graduation with a diploma, shall be provided electronically and/or in writing and a copy provided to the LEA representative identified in Section 2.3 (Notices) of the Nonpublic Master Contract Main Document prior to the effective date of this contract. The technology plan shall include, but not be limited to, a description of student access to technology as part of the general program of instruction and staff technology training as needed.

Independent study (California *Education Code [EC]* sections 51745(c)) An individual with exceptional needs, as defined in Section 56206, shall not participate in independent study, unless his or her individualized education program developed pursuant to Article 3 (commencing with Section 56340) of Chapter 4 of Part 30 specifically provides for that participation.

For a NPSs A-G course credits, only University of California A-G approved courses will be accepted by contracting districts.

a. Transcripts

If a pupil is of secondary school age, the LEA shall provide a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward the pupil's graduation with a diploma or certificate of completion, and specified performance standards. The CONTRACTOR shall have procedures for record keeping and documentation, and shall maintain high school records to ensure that appropriate high school credits are received, if applicable.

At the close of each semester, for a pupil in grades 9, 10, 11, and 12, the CONTRACTOR shall prepare transcripts and submit them to the pupil's LEA in accordance with the notice provisions of Section 2.3 (Notices) of the Nonpublic Master Contract Main Document. The LEA shall monitor the progress of the pupil towards graduation with a diploma or certificate of completion.

b. Foster Youth

Shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a nonpublic school by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

2.3 SUPPLIES AND EQUIPMENT

The CONTRACTOR shall be responsible for providing all standard and usual supplies and equipment it normally provides as part of its general program. A student who may require assistive technology to benefit from his/her special education program shall be referred for an assistive technology evaluation through the LEA. If an individual pupil's IEP/IFSP requires specialized equipment and/or supplies beyond the CONTRACTOR's general program they shall be provided by the LEA unless otherwise specified in the Individual Services Agreement. LEA shall provide the low incidence equipment assigned to the pupil through the IEP/IFSP unless CONTRACTOR specifically agrees in the Individual Services Agreement to provide the low incidence equipment. Supplies and/or equipment purchased and/or provided by the LEA remain the property of the LEA and supplies and/or equipment purchased and/or provided by CONTRACTOR remain the property of CONTRACTOR, if not specifically reimbursed by the LEA for that specific supply or equipment. If the CONTRACTOR provides DIS and/or related services, the CONTRACTOR shall be responsible for providing usual and reasonable supplies and assessment tools necessary to implement the provision of services unless otherwise agreed in the Individual Services Agreement.

2.4 CALENDAR

By April 1 of each year, the CONTRACTOR shall submit a school calendar to the SDCOE Director of Special Education, including daily start and end times, with the total number of billable days not to exceed one hundred and eighty (180) in the regular school year, plus extended school year days as needed. The CONTRACTOR shall observe the following legal holidays including Independence Day, Veteran's Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King Jr. Day, President's Day, and Memorial Day, as specified in the CONTRACTOR's official calendar. If the CONTRACTOR's provide make-up days, the calendar shall include make-up days, which may be used as long as no pupil exceeds 180 billable days during the regular school year, or the number of days allotted for the extended school year, per that pupil's ISA (Refer to 5CCR 3043). The CONTRACTOR shall arrange for transportation on the make-up days.

The CONTRACTOR shall only provide designated instruction and services during: 1) the pupil's regular school year, 2) extended school year program, 3) while providing make-up classes or services, 4) as otherwise specified by the pupil's IEP/IFSP. Make-up sessions may be scheduled for other days of school vacations.

2.5 CREDITABLE DAYS OF ATTENDANCE / INSTRUCTIONAL MINUTES

Creditable days of attendance include days on the school calendar attached hereto, make-up classes or services. Creditable days of attendance are those in which the instructional minutes of the CONTRACTOR meet or exceed those in comparable LEA programs, or those which are established by the pupil's IEP/IFSP, whichever is less (EC Section 46307). The instructional minutes should be reflected in the Individual Services Agreement.

2.6 PARENT VISITS

The CONTRACTOR shall provide for reasonable parental visits to all of the school facilities including, but not limited to, the instructional setting attended by pupils, school and recreational activity areas, and pupil's living quarters for those parents whose pupil resides in the living quarters. The CONTRACTOR shall use its good faith efforts to provide that parental visits are in agreement with a court order, if any.

2.7 ASSESSMENTS

a. State Mandated Testing

Standardized tests shall be administered pursuant to state requirements and local guidelines outlined in SB 484, as determined by the individual pupil's IEP. For pupils in grades one through twelve, inclusive, the CONTRACTOR shall permit the LEA to administer state and local mandated tests following the LEA testing schedule at the CONTRACTOR's site in accordance with the testing period.
By October 1, the LEA shall notify the CONTRACTOR of the LEA testing schedule. By December 1, the CONTRACTOR shall notify the LEA of the designated testing period, which addresses most of the LEA testing schedules. State mandated testing outside the designated testing period shall be administered by the LEA at a location other than the NPS. LEA and CONTRACTOR shall collaborate to minimize the disruption to the educational programs for students caused by the administration of state and local mandated tests. The LEA shall share the results of the state mandated testing with the CONTRACTOR.

2.8 STAFF ABSENCES

When a classroom teacher is absent, The CONTRACTOR shall provide appropriate coverage in the absent teacher's classroom in accordance with EC section 56061. The CONTRACTOR shall provide the LEA the documentation of such coverage upon request.

CONTRACTORS who provide nurses, 1:1 aides or 1:1 behavior intervention staff in accordance with an individual student's IEP/IFSP shall provide substitute coverage when the staff member is absent, unless other arrangements have been made with the LEA on a case by case basis.

2.9 MONITORING

Per 5 CCR 3063, the State Superintendent of Public Instruction (SSPI) shall conduct a validation review of the nonpublic school prior to an initial conditional certification. An on-site review shall be conducted within 90 days of the initial conditional certification and student enrollment. On-site reviews shall be scheduled at least once every three years thereafter. In addition, LEA shall monitor the education of students placed by IEP teams in the nonpublic school setting.

Upon request, the CONTRACTOR shall provide the LEA with annual program goals and implementation plan. CONTRACTOR will participate in the review of the Nonpublic schools and or agencies via the San Diego County Nonpublic Quality Review process on a four-year cycle. The Quality Review Committee shall make every attempt to coordinate the Quality Review process with the CDE certification review.

SECTION 3: SAFETY

3.1 SAFE AND APPROPRIATE ENVIRONMENT

a. Facilities

The CONTRACTOR shall be responsible for providing facilities in which it provides the services agreed to in the Individual Services Agreement, unless there is written agreement to the contrary. CONTRACTOR shall comply with applicable law with respect to the structural specifications of the facilities in which it provides services.

CONTRACTOR shall comply with all applicable local, county, and/or state ordinances and statutes relating to fire, health, sanitation, and building safety.

b. Fire Drills

The CONTRACTOR shall assure that the school has a fire drill, not less than once every calendar month at the elementary and intermediate level and not less than twice yearly at the secondary level.

c. Earthquake Procedures

The CONTRACTOR'S nonpublic school buildings which have an occupant capacity of fifty or more pupils or more than one classroom shall have an established earthquake emergency procedure system including a school building disaster plan; a drop procedure; protective measures to be taken before; during, and following an earthquake; and a program to ensure that the pupils and the certificated and classified staff are aware of and properly trained in the earthquake emergency procedure system.

3.2 ATTENDANCE

The CONTRACTOR shall keep original records of each pupil's daily attendance in a register, report, or record with the pupil's absences clearly indicated. The CONTRACTOR shall report attendance monthly, including a year-to-date cumulative total of absences and tardies 30 minutes or more per day. The CONTRACTOR shall file the signed copies of such attendance register, report, or record with monthly invoices to the LEA within thirty (30) days of the close of the school month. The CONTRACTOR shall submit separate attendance forms for any and all related services that are provided by the CONTRACTOR that are not a part of the inclusive rate as specified in IEPs/IFSPs. The documents and reports identified in this section shall be provided to LEA pursuant to the provisions in Section 2.1 (Notices) of the Nonpublic Master Contract Main Document.

The CONTRACTOR is responsible for verifying accuracy of said attendance forms and for informing subcontractors of their personal responsibility for the completion and accuracy of said forms. The CONTRACTOR shall meet with LEA representatives, upon reasonable notice, for the purpose of discussing attendance reporting.

a. Absences

If a pupil's absences exceed more than ten days, the CONTRACTOR may notify the LEA of the intent to terminate the Individual Services Agreement and if it does, at the same time it shall request an IEP/IFSP meeting. Said notice shall be provided pursuant to Section 2.1 (Notices) of the Nonpublic Master Contract Main Document. Upon receipt of this request, the LEA shall convene an IEP/IFSP meeting as soon as possible to review the placement, modify the IEP/IFSP if appropriate, or determine another appropriate placement option for the student.

CONTRACTOR shall notify the LEA when a pupil reaches three absences, and every subsequent absence. Failure by the CONTRACTOR to notify the LEA case manager within 5 days after the 10th consecutive school day absence shall relieve the LEA of any obligation to pay for any absence beyond the tenth day of absence.

b. Change of Pupil's District of Residence

Within 5 days after the CONTRACTOR confirms that a pupil has changed his or her residence and no longer resides in the LEA, the CONTRACTOR shall notify the LEA, of the change of residence and such notice shall be provided pursuant to Section 2.3 (Notices) of the Nonpublic Master Contract Main Document. Both the LEA and the CONTRACTOR shall notify parents in writing of their obligation to notify the CONTRACTOR of changes of pupil's residence.

c. Parent Withdrawal of Student

The CONTRACTOR shall report by telephone no later than the end of the next school day to the case manager if a pupil is dis-enrolled from school by the parent. The CONTRACTOR shall confirm such telephone call in writing.

d. Make-up Days/Saturday School (Ed Code 3722.3, 42239)

Make-up days may be scheduled on weekends and during school breaks within the fiscal year the services were originally to be provided. Make-up days, if provided by the CONTRACTOR, shall be noted on the CONTRATOR's annual calendar. Make up days include excused and unexcused absences as well as absences during ESY within the contract year. All related services shall be provided by the CONTRACTOR during the CONTRACTOR's regular school and extended school calendar days unless otherwise specified on the IEP/IFSP.

The LEA shall not be responsible for payment of services for days on which pupil's attendance does not qualify for reimbursement under state law.

Billing for Make-up days shall be monthly and shall accompany Contractor's regular monthly invoice. Contractor shall prepare a Register of Daily Attendance for Make-up days during the month showing all students who were in attendance. Total amount billed for Make-up days during the month will be shown as a separate line on Contractor's invoice. All provisions for audit, corrections, and payment as stated in this Master Contract that apply to Contractor's invoicing shall apply to the Make-up day invoice.

e. Medication

CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter mediation during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

f. Medical

LEA shall notify CONTRACTOR within 24 hours when LEA removes a pupil due to medical reasons.

SECTION 4: FINANCIAL

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Aseltine School

The CONTRACTOR CDS NUMBER: 37 68338 6975270

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: 1:16

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract, as negotiated by the SDCOE on behalf of the LEAs, shall be as follows:

a. General Program Tuition Rate

1) Inclusive Education Program
(Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.) DAILY RATE: $218.02

2) Related Services

SERVICE	RATE	PERIOD/HRLY/DAILY
Intensive Individual Services (340)	$21.00	hr
Individual and Small Group Instruction (Ages 3-5 only) (350)		
Adapted Physical Education (425)		
Adapted Physical Education Assessment (425)		
Health and Nursing: Specialized Physical Health Care LVN (435)		
Health and Nursing: Specialized Physical Health Care RN (435)		
Health and Nursing: Specialized Physical Health Care CRN (435)		
Health and Nursing: Other Services LVN (436)		
Health and Nursing: Other Services RN (436)		
Health and Nursing: Other Services CRN (436)		
Health and Nursing: Other Services Health Aide/CNA (436)		
Assistive Technology Services - Credentialed (445)		
Assistive Technology Services – Classified (445)		
Assistive Technology Services Assessment (445)		

Physical Therapy (460)		
Physical Therapy PT Assistant (460)		
Physical Therapy Assessment (460)		
Individual Counseling (510)		
Counseling and Guidance (515)	Inclusive	per IEP
Parent Counseling (520)		
Social Work Services (525)		
Psychological Services (530)		
Psychological Services Assessment (530)		
Specialized Services for Low Incidence Disabilities (610)		
Specialized Services for Low Incidence Disabilities Assess (610)		
Specialized Deaf and Hard of Hearing (710)		
Specialized Deaf and Hard of Hearing Assessment (710)		
Interpreter Services (715)		
Interpreter Services Shift Differential (715)		
Audiological Services (720)		
Audiological Services Assessment (720)		
Specialized Vision Services (725)		
Specialized Vision Services Assessment (725)		
Orientation and Mobility (730)		
Orientation and Mobility Assessment (730)		
Braille Transcription (735)		
Specialized Orthopedic Services (740)		
Specialized Orthopedic Services Assessment (740)		
Reader Services (745)		
Note Taking Services (750)		
Transcription Services (755)		

Recreation Services, Including Therapeutic (760)		
College Awareness Preparation (820)	Inclusive	per IEP
Vocational Assessment, Counseling/Guidance Assessment (830)	Inclusive	per IEP
Career Awareness (840)	Inclusive	per IEP
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		
Agency Linkages (referral and placement) (865)		
Travel Training (870)		
Other Transition Services (890)		
Other (900) Music Therapy		
Other (900) Vision Therapy		
Transportation – Emergency	$30/$40	1 way trip
Bus Passes	per current SDMTS'	

NOTES: "Individual Counseling (510) - is not inclusive to the daily rate offered. Ed. related mental health services are to be provided by the LEA. Counseling and Guidance (515) is inclusive to the daily rate and may be provided in group and/or individual sessions per IEP. Other (900) - EMERGENCY AND DUAL ENROLLMENT TRANSPORTATION (LESS THAN 25 MILES PER ONE-WAY TRIP) = $30.00 Other (900) - EMERGENCY AND DUAL ENROLLMENT TRANSPORTATION (MORE THAN 25 MILES PER ONE-WAY TRIP) = $40.00 Other (900) - COMPASS

*Parent transportation reimbursement rates to be set forth in Individual Services Agreements.

SECTION 5: APPROVALS

CONTRACTOR
Nonpublic School

_____ DATE: _____
Authorized Representative Signature

Florida May Padilla, Excutive Director
(Type) Name and Title

LEA
Local Educational Agency

_____ DATE: _____
Authorized Representative Signature

Marilyn Adrianzen, Chief Business Official
(Type) Name and Title

LEA Board Approval DATE: _____

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
2019-2020

INTERIM WRITTEN APPROVAL

For Provision of Special Education/Related Services and Payment

Pursuant to Section 1.1 of the Master Contract (Main Document),

the Local Education Agency (LEA) San Ysidro School District

provides to the CONTRACTOR Aseltine School

interim written approval for CONTRACTOR to provide the agreed upon Special Education and/or Related Services

identified in the most recent IEP/IFSP of _____,
(Student Name)

at the rates set forth in Schools: Section 4.1 of the Master Contract for the 201 19 - 201 20 Contract Year.

Anticipated Student Start Date: July 1, 2019.

This interim written approval shall be for a maximum period of 90 days, beginning with the anticipated student start date at the nonpublic school or nonpublic agency. If an Individual Services Agreement and/or Master Contract is not completed and executed by the LEA and the CONTRACTOR within this 90 day period, the LEA or CONTRACTOR may request an IEP meeting to be held as soon as possible to discuss a change in placement for the pupil. The LEA shall continue to reimburse the CONTRACTOR as set forth in the interim written approval, or as otherwise agreed by the parties in writing, pending any change in placement or subsequent execution of an Individual Services Agreement.

This interim written approval does not require the CONTRACTOR to provide services for 90 days, or for any maximum period of time. The parties have already agreed, or may agree, to hold an IEP meeting within 30 days of the student's first day of attendance.

Agreed to by the District Representative of the Special Education Unit of the LEA:

_____ _____
Signature Date

Marilyn Adrianzen, Chief Business Official
Name/Title

Agreed to by the CONTRACTOR:

_____ _____
Signature Date

Florida May Padilla, Excutive Director
Name/Title

San Diego County Nonpublic Master Contract
Appendix A: Schools
2019-2020

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES
(Education Code Sections 56365 et seq.)

This agreement is effective on July 1, 2019 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 20120, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency San Ysidro School District Nonpublic School Aseltine School

LEA Case Manager: Name Oscar Madera Phone Number (619) 428-4476 x 3091

Pupil Name _____ Sex: ☒ M ☐ F Grade: _____
(Last) (First) (M.I.)

Address _____ City _____ State/Zip _____

DOB _____ Residential Setting: ☒ Home ☐ Foster ☐ LCI # _____ ☐ OTHER _____

Parent/Guardian _____ Phone ( ) _____ ( ) _____
(Residence) (Business)

Address _____ City _____ State/Zip _____
(If different from student)

AGREEMENT TERMS:

1. *Nonpublic School*: The average number of minutes in the instructional day will be: 360 during the regular school year
   240 during the extended school year
2. *Nonpublic School*: The number of school days in the calendar of the school year are: 180 during the regular school year
   30 during the extended school year
3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

   A. *INCLUSIVE EDUCATION PROGRAM: (Applies to nonpublic schools only):* Daily Rate: $218.02
   (Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.)

   Estimated Number of Days 210 **x Daily Rate** $218.02 **= PROJECTED BASIC EDUCATION COSTS (A)** $45,784.20

   B. RELATED SERVICES:

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)		x		RSY: 7 hrs/hr ESY: 5 hrs/day	$21.00		RSY: $26,460.00 ESY: $3,150.00
Individual and Small Group Instruction (350) (Ages 3-5 only)							
Language and Speech (415)					INCLUDED		INCLUDED
Adapted Physical Ed. (425)							
Adapted Physical Ed. - Assessment (425)							
Health and Nursing: Specialized Physical Health Care - LVN (435)							
Health and Nursing: Specialized Physical Health Care - RN (435)							

San Diego County Nonpublic Master Contract
Appendix A: Schools
2019-2020

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Health and Nursing: Specialized Physical Health Care - CRN (435)							
Health and Nursing Services: Other - LVN (436)							
Health and Nursing Services: Other - RN (436)							
Health and Nursing Services: Other - CRN (436)							
Health and Nursing Services: Other - Health Aide/CNA (436)							
Assistive Technology Services - Credentialed (445)							
Assistive Technology Services – Classified (445)							
Assistive Technology Services - Assessment (445)							
Occupational Therapy (450)					INCLUDED		INCLUDED
Physical Therapy (460)							
Physical Therapy - PT Assistant (460)							
Physical Therapy - Assessment (460)							
Individual Counseling (510)	x			per IEP			
Counseling and Guidance (515)		x		per IEP	included		included
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)	x			per IEP			
Behavior Intervention Services (535)		X			INCLUDED		INCLUDED
Specialized Services for Low Incidence Disabilities (610)							
Specialized Services for Low Incidence Disabilities – Assessment (610)							
Specialized Deaf and Hard of Hearing Services (710)							

San Diego County Nonpublic Master Contract
Appendix A: Schools
2019-2020

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Specialized Deaf and Hard of Hearing Services – Assessment (710)							
Interpreter Services (715)							
Interpreter Services – Shift Differential (715)							
Audiological Services (720)							
Audiological Services Assessment (720)							
Specialized Vision Services (725)							
Specialized Vision Services Assessment (725)							
Orientation and Mobility (730)							
Orientation and Mobility Assessment (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Specialized Orthopedic Service Assessment (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services, Including Therapeutic (760)							
College Awareness Preparation (820)		x		per IEP	included		included
Vocational Assessment, Counseling, Guidance and Career Assessment (830)		x		per IEP	included		included
Career Awareness (840)		x		per IEP	included		included
Work Experience Education (850)							
Job Coaching (855)							

San Diego County Nonpublic Master Contract
Appendix A: Schools
2019-2020

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Mentoring (860)							
Agency Linkages (referral and placement) (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900) Music Therapy							
Other (900) Vision Therapy							
Transportation-Emergency		x		as needed	$30/40 per 1 way trip	as needed	
Bus Passes							

ESTIMATED MAXIMUM RELATED SERVICES COST (C)$ $29,610.00

4. Other Provisions/Attachments:

MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

INDIVIDUAL SERVICES AGREEMENT APPROVED BY CASE MANAGER:

_____ _____
(Signature) (Date)

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR- -DISTRICT-

Aseltine School
(Name of Nonpublic School)

San Ysidro School District
(Name of School District)

_____ _____
(Signature) (Date)

_____ _____
(Signature) (Date)

Florida May Padilla, Excutive Director
(Name and Title)

Marilyn Adrianzen, Chief Business Official
(Name of Superintendent or Authorized Designee)

SECTION 4: FINANCIAL

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: The Institute for Effective Education (Mission Valley Academy)

The CONTRACTOR CDS NUMBER: 37-68338-6158075

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO:1:10

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract, as negotiated by the SDCOE on behalf of the LEAs, shall be as follows:

a. General Program Tuition Rate

1) Inclusive Education Program
(Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.) DAILY RATE: $232.41

2) Related Services

SERVICE	RATE	PERIOD/HRLY/DAILY
Intensive Individual Services (340)	$127.00	day
Individual and Small Group Instruction (Ages 3-5 only) (350)		
Adapted Physical Education (425)		
Adapted Physical Education Assessment (425)		
Health and Nursing: Specialized Physical Health Care LVN (435)		
Health and Nursing: Specialized Physical Health Care RN (435)		
Health and Nursing: Specialized Physical Health Care CRN (435)		
Health and Nursing: Other Services LVN (436)		
Health and Nursing: Other Services RN (436)		
Health and Nursing: Other Services CRN (436)		
Health and Nursing: Other Services Health Aide/CNA (436)		
Assistive Technology Services - Credentialed (445)		
Assistive Technology Services – Classified (445)		
Assistive Technology Services Assessment (445)		

Physical Therapy (460)		
Physical Therapy PT Assistant (460)		
Physical Therapy Assessment (460)		
Individual Counseling (510)		
Counseling and Guidance (515)		
Parent Counseling (520)		
Social Work Services (525)		
Psychological Services (530)		
Psychological Services Assessment (530)		
Specialized Services for Low Incidence Disabilities (610)		
Specialized Services for Low Incidence Disabilities Assess (610)		
Specialized Deaf and Hard of Hearing (710)		
Specialized Deaf and Hard of Hearing Assessment (710)		
Interpreter Services (715)		
Interpreter Services Shift Differential (715)		
Audiological Services (720)		
Audiological Services Assessment (720)		
Specialized Vision Services (725)		
Specialized Vision Services Assessment (725)		
Orientation and Mobility (730)		
Orientation and Mobility Assessment (730)		
Braille Transcription (735)		
Specialized Orthopedic Services (740)		
Specialized Orthopedic Services Assessment (740)		
Reader Services (745)		
Note Taking Services (750)		
Transcription Services (755)		

Recreation Services, Including Therapeutic (760)		
College Awareness Preparation (820)		
Vocational Assessment, Counseling/Guidance Assessment (830)		
Career Awareness (840)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		
Agency Linkages (referral and placement) (865)		
Travel Training (870)		
Other Transition Services (890)		
Other (900) Music Therapy		
Other (900) Vision Therapy		
Transportation – Emergency	$24.00	hr
Bus Passes		

NOTES:

*Parent transportation reimbursement rates to be set forth in Individual Services Agreements.

SECTION 5: APPROVALS

CONTRACTOR
Nonpublic School

_____ DATE: _____
Authorized Representative Signature

_____
(Type) Name and Title

LEA
Local Educational Agency

_____ DATE: _____
Authorized Representative Signature

Marilyn Adrianzen, Chief Business Official
(Type) Name and Title

LEA Board Approval DATE: _____

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
2019-2020

INTERIM WRITTEN APPROVAL

For Provision of Special Education/Related Services and Payment

Pursuant to Section 1.1 of the Master Contract (Main Document),

the Local Education Agency (LEA) San Ysidro School District

provides to the CONTRACTOR The Institute for Effective Education (Mission Valley Academy)

interim written approval for CONTRACTOR to provide the agreed upon Special Education and/or Related Services

identified in the most recent IEP/IFSP of STUDENT ,
(Student Name)

at the rates set forth in Schools: Section 4.1 of the Master Contract for the 201 9 - 201 20 Contract Year.

Anticipated Student Start Date: July 1, 2019 .

This interim written approval shall be for a maximum period of 90 days, beginning with the anticipated student start date at the nonpublic school or nonpublic agency. If an Individual Services Agreement and/or Master Contract is not completed and executed by the LEA and the CONTRACTOR within this 90 day period, the LEA or CONTRACTOR may request an IEP meeting to be held as soon as possible to discuss a change in placement for the pupil. The LEA shall continue to reimburse the CONTRACTOR as set forth in the interim written approval, or as otherwise agreed by the parties in writing, pending any change in placement or subsequent execution of an Individual Services Agreement.

This interim written approval does not require the CONTRACTOR to provide services for 90 days, or for any maximum period of time. The parties have already agreed, or may agree, to hold an IEP meeting within 30 days of the student's first day of attendance.

Agreed to by the District Representative of the Special Education Unit of the LEA:

_____ _____
Signature Date

Marilyn Adrianzen, Chief Business Official
Name/Title

Agreed to by the CONTRACTOR:

_____ _____
Signature Date

Kenneth Traupmann, Executive Director
Name/Title

San Diego County Nonpublic Master Contract
Appendix A: Schools
2019-2020

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES
(Education Code Sections 56365 et seq.)

This agreement is effective on July 1, 2019 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2019, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency San Ysidro School District Nonpublic School The Institute for Effective Education (Mission Valley Academy)

LEA Case Manager: Name Oscar Madera Phone Number (619) 428-4476

Pupil Name STUDENT (Last) (First) (M.I.) Sex: ☒ M ☐ F Grade:

Address _____ City _____ State/Zip _____

DOB _____ Residential Setting: ☒ Home ☐ Foster ☐ LCI # _____ ☐ OTHER _____

Parent/Guardian _____ Phone ( ) _____ (Residence) ( ) _____ (Business)

Address _____ City _____ State/Zip _____
(If different from student)

AGREEMENT TERMS:

1. *Nonpublic School*: The average number of minutes in the instructional day will be: 360 during the regular school year
   240 during the extended school year
2. *Nonpublic School*: The number of school days in the calendar of the school year are: 180 during the regular school year
   30 during the extended school year
3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

   A. *INCLUSIVE EDUCATION PROGRAM: (Applies to nonpublic schools only):* Daily Rate: $232.41
   (Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.)

   Estimated Number of Days 180 **x Daily Rate** $232.41 **= PROJECTED BASIC EDUCATION COSTS (A)** $41,833.80

   B. RELATED SERVICES:

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)							
Individual and Small Group Instruction (350) (Ages 3-5 only)							
Language and Speech (415)		x		per IEP	INCLUDED		INCLUDED
Adapted Physical Ed. (425)							
Adapted Physical Ed. - Assessment (425)							
Health and Nursing: Specialized Physical Health Care - LVN (435)							
Health and Nursing: Specialized Physical Health Care - RN (435)							

San Diego County Nonpublic Master Contract
Appendix A: Schools
2019-2020

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Health and Nursing: Specialized Physical Health Care - CRN (435)							
Health and Nursing Services: Other - LVN (436)							
Health and Nursing Services: Other - RN (436)							
Health and Nursing Services: Other - CRN (436)							
Health and Nursing Services: Other - Health Aide/CNA (436)							
Assistive Technology Services - Credentialed (445)							
Assistive Technology Services – Classified (445)							
Assistive Technology Services - Assessment (445)							
Occupational Therapy (450)		x		per IEP	INCLUDED		INCLUDED
Physical Therapy (460)							
Physical Therapy - PT Assistant (460)							
Physical Therapy - Assessment (460)							
Individual Counseling (510)							
Counseling and Guidance (515)							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)		x		per IEP	INCLUDED		INCLUDED
Specialized Services for Low Incidence Disabilities (610)							
Specialized Services for Low Incidence Disabilities – Assessment (610)							
Specialized Deaf and Hard of Hearing Services (710)							

San Diego County Nonpublic Master Contract
Appendix A: Schools
2019-2020

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Specialized Deaf and Hard of Hearing Services – Assessment (710)							
Interpreter Services (715)							
Interpreter Services – Shift Differential (715)							
Audiological Services (720)							
Audiological Services Assessment (720)							
Specialized Vision Services (725)							
Specialized Vision Services Assessment (725)							
Orientation and Mobility (730)							
Orientation and Mobility Assessment (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Specialized Orthopedic Service Assessment (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services, Including Therapeutic (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Job Coaching (855)							

San Diego County Nonpublic Master Contract
Appendix A: Schools
2019-2020

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Mentoring (860)							
Agency Linkages (referral and placement) (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900) Music Therapy							
Other (900) Vision Therapy							
Transportation-Emergency		x		as needed	$24/hr per IRS current rate		
Bus Passes							

ESTIMATED MAXIMUM RELATED SERVICES COST (C)$ _____

4. Other Provisions/Attachments:

_____

_____

MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

INDIVIDUAL SERVICES AGREEMENT APPROVED BY CASE MANAGER:

_____ _____
(Signature) (Date)

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR- -DISTRICT-

The Institute for Effective Education
(Name of Nonpublic School)

San Ysidro School District
(Name of School District)

_____ _____
(Signature) (Date)

_____ _____
(Signature) (Date)

Kenneth Traupmann, Executive Director
(Name and Title)

Marilyn Adrianzen, Chief Business Official
(Name of Superintendent or Authorized Designee)

SECTION 4: FINANCIAL

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: The Institute for Effective Education

The CONTRACTOR CDS NUMBER: 37-68338-6987960

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: 1:8

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract, as negotiated by the SDCOE on behalf of the LEAs, shall be as follows:

a. General Program Tuition Rate

1) Inclusive Education Program
(Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.) DAILY RATE: $316.88

2) Related Services

SERVICE	RATE	PERIOD/HRLY/DAILY
Intensive Individual Services (340)	$127.00	day
Individual and Small Group Instruction (Ages 3-5 only) (350)		
Adapted Physical Education (425)		
Adapted Physical Education Assessment (425)		
Health and Nursing: Specialized Physical Health Care LVN (435)		
Health and Nursing: Specialized Physical Health Care RN (435)		
Health and Nursing: Specialized Physical Health Care CRN (435)		
Health and Nursing: Other Services LVN (436)		
Health and Nursing: Other Services RN (436)		
Health and Nursing: Other Services CRN (436)		
Health and Nursing: Other Services Health Aide/CNA (436)		
Assistive Technology Services - Credentialed (445)		
Assistive Technology Services – Classified (445)		
Assistive Technology Services Assessment (445)		

Physical Therapy (460)		
Physical Therapy PT Assistant (460)		
Physical Therapy Assessment (460)		
Individual Counseling (510)	$79.72	hr
Counseling and Guidance (515)		
Parent Counseling (520)		
Social Work Services (525)		
Psychological Services (530)		
Psychological Services Assessment (530)		
Specialized Services for Low Incidence Disabilities (610)		
Specialized Services for Low Incidence Disabilities Assess (610)		
Specialized Deaf and Hard of Hearing (710)		
Specialized Deaf and Hard of Hearing Assessment (710)		
Interpreter Services (715)		
Interpreter Services Shift Differential (715)		
Audiological Services (720)		
Audiological Services Assessment (720)		
Specialized Vision Services (725)		
Specialized Vision Services Assessment (725)		
Orientation and Mobility (730)		
Orientation and Mobility Assessment (730)		
Braille Transcription (735)		
Specialized Orthopedic Services (740)		
Specialized Orthopedic Services Assessment (740)		
Reader Services (745)		
Note Taking Services (750)		
Transcription Services (755)		

Recreation Services, Including Therapeutic (760)		
College Awareness Preparation (820)		
Vocational Assessment, Counseling/Guidance Assessment (830)		
Career Awareness (840)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		
Agency Linkages (referral and placement) (865)		
Travel Training (870)		
Other Transition Services (890)		
Other (900) Music Therapy		
Other (900) Vision Therapy		
Transportation – Emergency		
Bus Passes		

NOTES:

*Parent transportation reimbursement rates to be set forth in Individual Services Agreements.

SECTION 5: APPROVALS

CONTRACTOR
Nonpublic School

_____ DATE: _____
Authorized Representative Signature

Kenneth Traupmann, Executive Director
(Type) Name and Title

LEA
Local Educational Agency

_____ DATE: _____
Authorized Representative Signature

Marilyn Adrianzen, Chief Business Official
(Type) Name and Title

LEA Board Approval DATE: _____

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
2019-2020

INTERIM WRITTEN APPROVAL

For Provision of Special Education/Related Services and Payment

Pursuant to Section 1.1 of the Master Contract (Main Document),

the Local Education Agency (LEA) San Ysidro School District

provides to the CONTRACTOR The Institute for Effective Education (Children's Workshop)

interim written approval for CONTRACTOR to provide the agreed upon Special Education and/or Related Services

identified in the most recent IEP/IFSP of _____,
(Student Name)

at the rates set forth in Schools: Section 4.1 of the Master Contract for the 2019 - 2020 Contract Year.

Anticipated Student Start Date: July , 2019.

This interim written approval shall be for a maximum period of 90 days, beginning with the anticipated student start date at the nonpublic school or nonpublic agency. If an Individual Services Agreement and/or Master Contract is not completed and executed by the LEA and the CONTRACTOR within this 90 day period, the LEA or CONTRACTOR may request an IEP meeting to be held as soon as possible to discuss a change in placement for the pupil. The LEA shall continue to reimburse the CONTRACTOR as set forth in the interim written approval, or as otherwise agreed by the parties in writing, pending any change in placement or subsequent execution of an Individual Services Agreement.

This interim written approval does not require the CONTRACTOR to provide services for 90 days, or for any maximum period of time. The parties have already agreed, or may agree, to hold an IEP meeting within 30 days of the student's first day of attendance.

Agreed to by the District Representative of the Special Education Unit of the LEA:

_____ _____
Signature Date

Marilyn Adrianzen, Chief Business Official
Name/Title

Agreed to by the CONTRACTOR:

_____ _____
Signature Date

Kenneth Traupmann, Executive Director
Name/Title

San Diego County Nonpublic Master Contract
Appendix A: Schools
2019-2020

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES
(Education Code Sections 56365 et seq.)

This agreement is effective on July 1, 2019 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2020, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency San Ysidro School District Nonpublic School The Institute for Effective Education (Children's Workshop)

LEA Case Manager: Name Oscar Madera Phone Number (619) 428-4476

Pupil Name _____ Sex: ☒ M ☐ F Grade: _____
(Last) (First) (M.I.)

Address _____ City _____ State/Zip _____

DOB _____ Residential Setting: ☒ Home ☐ Foster ☐ LCI # _____ ☐ OTHER _____

Parent/Guardian _____ Phone ( ) _____ ( ) _____
(Residence) (Business)

Address _____ City _____ State/Zip _____
(If different from student)

AGREEMENT TERMS:

1. *Nonpublic School*: The average number of minutes in the instructional day will be: 360 during the regular school year
   240 during the extended school year
2. *Nonpublic School*: The number of school days in the calendar of the school year are: 180 during the regular school year
   30 during the extended school year
3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

   A. *INCLUSIVE EDUCATION PROGRAM: (Applies to nonpublic schools only):* Daily Rate: $316.88
   (Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.)

   Estimated Number of Days 210 **x Daily Rate** $316.88 **= PROJECTED BASIC EDUCATION COSTS (A)** $66,544.80

   B. RELATED SERVICES:

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)		x		5 hrs/day	$127.00	180x$127 30x$127	$22,860.00 $3,810
Individual and Small Group Instruction (350) (Ages 3-5 only)							
Language and Speech (415)		x		per IEP	INCLUDED		INCLUDED
Adapted Physical Ed. (425)							
Adapted Physical Ed. - Assessment (425)							
Health and Nursing: Specialized Physical Health Care - LVN (435)							
Health and Nursing: Specialized Physical Health Care - RN (435)							

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San Diego County Nonpublic Master Contract
Appendix A: Schools
2019-2020

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Health and Nursing: Specialized Physical Health Care - CRN (435)							
Health and Nursing Services: Other - LVN (436)							
Health and Nursing Services: Other - RN (436)							
Health and Nursing Services: Other - CRN (436)							
Health and Nursing Services: Other - Health Aide/CNA (436)							
Assistive Technology Services - Credentialed (445)							
Assistive Technology Services – Classified (445)							
Assistive Technology Services - Assessment (445)							
Occupational Therapy (450)		x		per IEP	INCLUDED		INCLUDED
Physical Therapy (460)							
Physical Therapy - PT Assistant (460)							
Physical Therapy - Assessment (460)							
Individual Counseling (510)							
Counseling and Guidance (515)							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)		x		per IEP	INCLUDED		INCLUDED
Specialized Services for Low Incidence Disabilities (610)							
Specialized Services for Low Incidence Disabilities – Assessment (610)							
Specialized Deaf and Hard of Hearing Services (710)							

San Diego County Nonpublic Master Contract
Appendix A: Schools
2019-2020

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Specialized Deaf and Hard of Hearing Services – Assessment (710)							
Interpreter Services (715)							
Interpreter Services – Shift Differential (715)							
Audiological Services (720)							
Audiological Services Assessment (720)							
Specialized Vision Services (725)							
Specialized Vision Services Assessment (725)							
Orientation and Mobility (730)							
Orientation and Mobility Assessment (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Specialized Orthopedic Service Assessment (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services, Including Therapeutic (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Job Coaching (855)							

San Diego County Nonpublic Master Contract
Appendix A: Schools
2019-2020

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Mentoring (860)							
Agency Linkages (referral and placement) (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900) Music Therapy							
Other (900) Vision Therapy							
Transportation-Emergency		x		as needed	$24/hr per IRS current rate		
Bus Passes							

ESTIMATED MAXIMUM RELATED SERVICES COST (C)$ $26,670.00

4. Other Provisions/Attachments:

MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

INDIVIDUAL SERVICES AGREEMENT APPROVED BY CASE MANAGER:

(Signature) (Date)

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

The Institute for Effective Education
(Name of Nonpublic School)

(Signature) (Date)

Kenneth Traupmann, Executive Director
(Name and Title)

-DISTRICT-

San Ysidro School District
(Name of School District)

(Signature) (Date)

Marilyn Adrianzen, Chief Business Official
(Name of Superintendent or Authorized Designee)

SECTION 4: FINANCIAL

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: The Institute for Effective Education

The CONTRACTOR CDS NUMBER: 37-68338-6158075

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO:1:10

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract, as negotiated by the SDCOE on behalf of the LEAs, shall be as follows:

a. General Program Tuition Rate

1) Inclusive Education Program
(Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.) DAILY RATE: $232.41

2) Related Services

SERVICE	RATE	PERIOD/HRLY/DAILY
Intensive Individual Services (340)	$127.00	day
Individual and Small Group Instruction (Ages 3-5 only) (350)		
Adapted Physical Education (425)		
Adapted Physical Education Assessment (425)		
Health and Nursing: Specialized Physical Health Care LVN (435)		
Health and Nursing: Specialized Physical Health Care RN (435)		
Health and Nursing: Specialized Physical Health Care CRN (435)		
Health and Nursing: Other Services LVN (436)		
Health and Nursing: Other Services RN (436)		
Health and Nursing: Other Services CRN (436)		
Health and Nursing: Other Services Health Aide/CNA (436)		
Assistive Technology Services - Credentialed (445)		
Assistive Technology Services – Classified (445)		
Assistive Technology Services Assessment (445)		

Physical Therapy (460)		
Physical Therapy PT Assistant (460)		
Physical Therapy Assessment (460)		
Individual Counseling (510)	$79.92	hr
Counseling and Guidance (515)		
Parent Counseling (520)		
Social Work Services (525)		
Psychological Services (530)		
Psychological Services Assessment (530)		
Specialized Services for Low Incidence Disabilities (610)		
Specialized Services for Low Incidence Disabilities Assess (610)		
Specialized Deaf and Hard of Hearing (710)		
Specialized Deaf and Hard of Hearing Assessment (710)		
Interpreter Services (715)		
Interpreter Services Shift Differential (715)		
Audiological Services (720)		
Audiological Services Assessment (720)		
Specialized Vision Services (725)		
Specialized Vision Services Assessment (725)		
Orientation and Mobility (730)		
Orientation and Mobility Assessment (730)		
Braille Transcription (735)		
Specialized Orthopedic Services (740)		
Specialized Orthopedic Services Assessment (740)		
Reader Services (745)		
Note Taking Services (750)		
Transcription Services (755)		

Recreation Services, Including Therapeutic (760)		
College Awareness Preparation (820)		
Vocational Assessment, Counseling/Guidance Assessment (830)		
Career Awareness (840)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		
Agency Linkages (referral and placement) (865)		
Travel Training (870)		
Other Transition Services (890)		
Other (900) Music Therapy		
Other (900) Vision Therapy		
Transportation – Emergency		
Bus Passes		

NOTES:

*Parent transportation reimbursement rates to be set forth in Individual Services Agreements.

SECTION 5: APPROVALS

CONTRACTOR
Nonpublic School

_____ DATE: _____
Authorized Representative Signature

Kenneth Traupmann, Executive Director
(Type) Name and Title

LEA
Local Educational Agency

_____ DATE: _____
Authorized Representative Signature

Marilyn Adrianzen, Chief Business Official
(Type) Name and Title

LEA Board Approval DATE: _____

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
2019-2020

INTERIM WRITTEN APPROVAL

For Provision of Special Education/Related Services and Payment

Pursuant to Section 1.1 of the Master Contract (Main Document),

the Local Education Agency (LEA) San Ysidro School District

provides to the CONTRACTOR The Institute for Effective Education

interim written approval for CONTRACTOR to provide the agreed upon Special Education and/or Related Services

identified in the most recent IEP/IFSP of _____,
(Student Name)

at the rates set forth in Schools: Section 4.1 of the Master Contract for the 201 9 - 201 20 Contract Year.

Anticipated Student Start Date: July 1, 2019.

This interim written approval shall be for a maximum period of 90 days, beginning with the anticipated student start date at the nonpublic school or nonpublic agency. If an Individual Services Agreement and/or Master Contract is not completed and executed by the LEA and the CONTRACTOR within this 90 day period, the LEA or CONTRACTOR may request an IEP meeting to be held as soon as possible to discuss a change in placement for the pupil. The LEA shall continue to reimburse the CONTRACTOR as set forth in the interim written approval, or as otherwise agreed by the parties in writing, pending any change in placement or subsequent execution of an Individual Services Agreement.

This interim written approval does not require the CONTRACTOR to provide services for 90 days, or for any maximum period of time. The parties have already agreed, or may agree, to hold an IEP meeting within 30 days of the student's first day of attendance.

Agreed to by the District Representative of the Special Education Unit of the LEA:

_____ _____
Signature Date

Marilyn Adrianzen, Chief Business Official
Name/Title

Agreed to by the CONTRACTOR:

_____ _____
Signature Date

Kenneth Traupmann, Executive Director
Name/Title

San Diego County Nonpublic Master Contract
Appendix A: Schools
2019-2020

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES
(Education Code Sections 56365 et seq.)

This agreement is effective on July 1, 2019 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 20120, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency San Yisdro School District Nonpublic School The Institute for Effective Education (Mission Valley Academy)

LEA Case Manager: Name Oscar Madera Phone Number (619) 428-4476

Pupil Name _____ Sex: ☒ M ☐ F Grade: _____
(Last) (First) (M.I.)

Address _____ City _____ State/Zip _____

DOB _____ Residential Setting: ☒ Home ☐ Foster ☐ LCI # _____ ☐ OTHER _____

Parent/Guardian _____ Phone ( ) _____ ( ) _____
(Residence) (Business)

Address _____ City _____ State/Zip _____
(If different from student)

AGREEMENT TERMS:

1. *Nonpublic School*: The average number of minutes in the instructional day will be: 360 during the regular school year
   240 during the extended school year

2. *Nonpublic School*: The number of school days in the calendar of the school year are: 180 during the regular school year
   30 during the extended school year

3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

   A. *INCLUSIVE EDUCATION PROGRAM: (Applies to nonpublic schools only):* Daily Rate: $232.41
   (Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.)

   Estimated Number of Days 210 **x Daily Rate** $232.41 **= PROJECTED BASIC EDUCATION COSTS (A)** $48,806.10

   B. RELATED SERVICES:

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)		x		5 hrs/day	$127.00/day	180x127 30x 127	$22,860.00 $3,810.00
Individual and Small Group Instruction (350) (Ages 3-5 only)							
Language and Speech (415)		x		per IEP	INCLUDED		INCLUDED
Adapted Physical Ed. (425)							
Adapted Physical Ed. - Assessment (425)							
Health and Nursing: Specialized Physical Health Care - LVN (435)							
Health and Nursing: Specialized Physical Health Care - RN (435)							

San Diego County Nonpublic Master Contract
Appendix A: Schools
2019-2020

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Health and Nursing: Specialized Physical Health Care - CRN (435)							
Health and Nursing Services: Other - LVN (436)							
Health and Nursing Services: Other - RN (436)							
Health and Nursing Services: Other - CRN (436)							
Health and Nursing Services: Other - Health Aide/CNA (436)							
Assistive Technology Services - Credentialed (445)							
Assistive Technology Services – Classified (445)							
Assistive Technology Services - Assessment (445)							
Occupational Therapy (450)		x		per IEP	INCLUDED		INCLUDED
Physical Therapy (460)							
Physical Therapy - PT Assistant (460)							
Physical Therapy - Assessment (460)							
Individual Counseling (510)							
Counseling and Guidance (515)	x			per IEP			
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)	x			per IEP			
Behavior Intervention Services (535)		x			INCLUDED		INCLUDED
Specialized Services for Low Incidence Disabilities (610)							
Specialized Services for Low Incidence Disabilities – Assessment (610)							
Specialized Deaf and Hard of Hearing Services (710)							

San Diego County Nonpublic Master Contract
Appendix A: Schools
2019-2020

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Specialized Deaf and Hard of Hearing Services – Assessment (710)							
Interpreter Services (715)							
Interpreter Services – Shift Differential (715)							
Audiological Services (720)							
Audiological Services Assessment (720)							
Specialized Vision Services (725)							
Specialized Vision Services Assessment (725)							
Orientation and Mobility (730)							
Orientation and Mobility Assessment (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Specialized Orthopedic Service Assessment (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services, Including Therapeutic (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Job Coaching (855)							

San Diego County Nonpublic Master Contract
Appendix A: Schools
2019-2020

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Mentoring (860)							
Agency Linkages (referral and placement) (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900) Music Therapy							
Other (900) Vision Therapy							
Transportation-Emergency							
Bus Passes							

ESTIMATED MAXIMUM RELATED SERVICES COST (C)$ $26,670.00

4. Other Provisions/Attachments:

MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

INDIVIDUAL SERVICES AGREEMENT APPROVED BY CASE MANAGER:

(Signature) (Date)

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR- -DISTRICT-

(Name of Nonpublic School) (Name of School District)

(Signature) (Date) (Signature) (Date)

(Name and Title) (Name of Superintendent or Authorized Designee)

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SECTION 4: FINANCIAL

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: San Diego for Center for Children

The CONTRACTOR CDS NUMBER: 37-68338-7093115

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO:1:12

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract, as negotiated by the SDCOE on behalf of the LEAs, shall be as follows:

a. General Program Tuition Rate

1) Inclusive Education Program
(Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.) DAILY RATE: $220.44

2) Related Services

SERVICE	RATE	PERIOD/HRLY/DAILY
Intensive Individual Services (340)	$21.31	hr
Individual and Small Group Instruction (Ages 3-5 only) (350)		
Adapted Physical Education (425)		
Adapted Physical Education Assessment (425)		
Health and Nursing: Specialized Physical Health Care LVN (435)		
Health and Nursing: Specialized Physical Health Care RN (435)		
Health and Nursing: Specialized Physical Health Care CRN (435)		
Health and Nursing: Other Services LVN (436)		
Health and Nursing: Other Services RN (436)		
Health and Nursing: Other Services CRN (436)		
Health and Nursing: Other Services Health Aide/CNA (436)		
Assistive Technology Services - Credentialed (445)		
Assistive Technology Services – Classified (445)		
Assistive Technology Services Assessment (445)		

Physical Therapy (460)		
Physical Therapy PT Assistant (460)		
Physical Therapy Assessment (460)		
Individual Counseling (510)		
Counseling and Guidance (515)		
Parent Counseling (520)	$80.00	hr/per IEP
Social Work Services (525)		
Psychological Services (530)		
Psychological Services Assessment (530)		
Specialized Services for Low Incidence Disabilities (610)		
Specialized Services for Low Incidence Disabilities Assess (610)		
Specialized Deaf and Hard of Hearing (710)		
Specialized Deaf and Hard of Hearing Assessment (710)		
Interpreter Services (715)		
Interpreter Services Shift Differential (715)		
Audiological Services (720)		
Audiological Services Assessment (720)		
Specialized Vision Services (725)		
Specialized Vision Services Assessment (725)		
Orientation and Mobility (730)		
Orientation and Mobility Assessment (730)		
Braille Transcription (735)		
Specialized Orthopedic Services (740)		
Specialized Orthopedic Services Assessment (740)		
Reader Services (745)		
Note Taking Services (750)		
Transcription Services (755)		

Recreation Services, Including Therapeutic (760)		
College Awareness Preparation (820)	$25.00	hr per IEP
Vocational Assessment, Counseling/Guidance Assessment (830)	$79.92	hr per IEP
Career Awareness (840)		
Work Experience Education (850)	$30.00	hr per IEP
Job Coaching (855)	$21.31	hr per IEP
Mentoring (860)		
Agency Linkages (referral and placement) (865)		
Travel Training (870)		
Other Transition Services (890)	$30.00	hr per IEP
Other (900) Music Therapy		
Other (900) Vision Therapy		
Transportation – Emergency		
Bus Passes		

NOTES:

*Parent transportation reimbursement rates to be set forth in Individual Services Agreements.

SECTION 5: APPROVALS

CONTRACTOR
Nonpublic School

_____ DATE: _____
Authorized Representative Signature

Dr. Moisés Barón, CEO
(Type) Name and Title

LEA
Local Educational Agency

_____ DATE: _____
Authorized Representative Signature

Marilyn Adrianzen, Chief Business Official
(Type) Name and Title

LEA Board Approval DATE: _____

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
2019-2020

INTERIM WRITTEN APPROVAL

For Provision of Special Education/Related Services and Payment

Pursuant to Section 1.1 of the Master Contract (Main Document),

the Local Education Agency (LEA) San Ysidro School District

provides to the CONTRACTOR San Diego Center for Children

interim written approval for CONTRACTOR to provide the agreed upon Special Education and/or Related Services

identified in the most recent IEP/IFSP of _____,
(Student Name)

at the rates set forth in Schools: Section 4.1 of the Master Contract for the 2019 - 2020 Contract Year.

Anticipated Student Start Date: July 1, 2019.

This interim written approval shall be for a maximum period of 90 days, beginning with the anticipated student start date at the nonpublic school or nonpublic agency. If an Individual Services Agreement and/or Master Contract is not completed and executed by the LEA and the CONTRACTOR within this 90 day period, the LEA or CONTRACTOR may request an IEP meeting to be held as soon as possible to discuss a change in placement for the pupil. The LEA shall continue to reimburse the CONTRACTOR as set forth in the interim written approval, or as otherwise agreed by the parties in writing, pending any change in placement or subsequent execution of an Individual Services Agreement.

This interim written approval does not require the CONTRACTOR to provide services for 90 days, or for any maximum period of time. The parties have already agreed, or may agree, to hold an IEP meeting within 30 days of the student's first day of attendance.

Agreed to by the District Representative of the Special Education Unit of the LEA:

_____ _____
Signature Date

Marilyn Adrianzen, Chief Business Official
Name/Title

Agreed to by the CONTRACTOR:

_____ _____
Signature Date

Dr. Moisés Barón, CEO
Name/Title

San Diego County Nonpublic Master Contract
Appendix A: Schools
2019-2020

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES
(Education Code Sections 56365 et seq.)

This agreement is effective on July 1, 2019 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2020, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency San Ysidro School District Nonpublic School San Diego Center for Children

LEA Case Manager: Name Oscar Madera Phone Number (619) 428-4476 x 3091

Pupil Name _____ Sex: ☒ M ☐ F Grade: _____
(Last) (First) (M.I.)

Address _____ City _____ State/Zip _____

DOB _____ Residential Setting: ☒ Home ☐ Foster ☐ LCI # _____ ☐ OTHER _____

Parent/Guardian _____ Phone ( ) _____ ( ) _____
(Residence) (Business)

Address _____ City _____ State/Zip _____
(If different from student)

AGREEMENT TERMS:

1. *Nonpublic School*: The average number of minutes in the instructional day will be: 315 during the regular school year
   240 during the extended school year
2. *Nonpublic School*: The number of school days in the calendar of the school year are: 180 during the regular school year
   29 during the extended school year
3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

   A. *INCLUSIVE EDUCATION PROGRAM: (Applies to nonpublic schools only):* Daily Rate: $220.44
   (Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.)

   Estimated Number of Days 209 **x Daily Rate** $220.44 **= PROJECTED BASIC EDUCATION COSTS (A)** $46,071.96

   B. RELATED SERVICES:

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)							
Individual and Small Group Instruction (350) (Ages 3-5 only)							
Language and Speech (415)					INCLUDED		INCLUDED
Adapted Physical Ed. (425)							
Adapted Physical Ed. - Assessment (425)							
Health and Nursing: Specialized Physical Health Care - LVN (435)							
Health and Nursing: Specialized Physical Health Care - RN (435)							

San Diego County Nonpublic Master Contract
Appendix A: Schools
2019-2020

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Health and Nursing: Specialized Physical Health Care - CRN (435)							
Health and Nursing Services: Other - LVN (436)							
Health and Nursing Services: Other - RN (436)							
Health and Nursing Services: Other - CRN (436)							
Health and Nursing Services: Other - Health Aide/CNA (436)							
Assistive Technology Services - Credentialed (445)							
Assistive Technology Services – Classified (445)							
Assistive Technology Services - Assessment (445)							
Occupational Therapy (450)					INCLUDED		INCLUDED
Physical Therapy (460)							
Physical Therapy - PT Assistant (460)							
Physical Therapy - Assessment (460)							
Individual Counseling (510)		x		per IEP			
Counseling and Guidance (515)							
Parent Counseling (520)		x		per IEP	$80.00/hr	30 min/mo	$400
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)		x			INCLUDED		INCLUDED
Specialized Services for Low Incidence Disabilities (610)							
Specialized Services for Low Incidence Disabilities – Assessment (610)							
Specialized Deaf and Hard of Hearing Services (710)							

San Diego County Nonpublic Master Contract
Appendix A: Schools
2019-2020

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Specialized Deaf and Hard of Hearing Services – Assessment (710)							
Interpreter Services (715)							
Interpreter Services – Shift Differential (715)							
Audiological Services (720)							
Audiological Services Assessment (720)							
Specialized Vision Services (725)							
Specialized Vision Services Assessment (725)							
Orientation and Mobility (730)							
Orientation and Mobility Assessment (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Specialized Orthopedic Service Assessment (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services, Including Therapeutic (760)							
College Awareness Preparation (820)		x		per IEP	$25.00/hr		
Vocational Assessment, Counseling, Guidance and Career Assessment (830)		x		per IEP	$79.92/hr		
Career Awareness (840)							
Work Experience Education (850)							
Job Coaching (855)							

San Diego County Nonpublic Master Contract
Appendix A: Schools
2019-2020

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Mentoring (860)							
Agency Linkages (referral and placement) (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900) Music Therapy							
Other (900) Vision Therapy							
Transportation-Emergency							
Bus Passes							

ESTIMATED MAXIMUM RELATED SERVICES COST (C)$ $400.00

4. Other Provisions/Attachments:

MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

INDIVIDUAL SERVICES AGREEMENT APPROVED BY CASE MANAGER:

(Signature) (Date)

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

San Diego Center for Children
(Name of Nonpublic School)

(Signature) (Date)

Dr. Moisés Barón, CEO
(Name and Title)

-DISTRICT-

San Ysidro School District
(Name of School District)

(Signature) (Date)

Marilyn Adrianzen, Chief Business Official
(Name of Superintendent or Authorized Designee)

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SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 11, 2019

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

FROM:
Educational Services
Manuela Colom, Executive Director

INITIAL:
☐ Informational
☒ Action

AGENDA ITEM: PURCHASE AGREEMENT WITH COLLEGEBOARD FOR SPRINGBOARD INSTRUCTIONAL MATERIALS

BACKGROUND INFORMATION:
SpringBoard Mathematics is a core curriculum for all students in grades 6th –12th. It is a complete instructional program, aligned to State standards, that gives teachers everything they need to get students ready for college-level work. This program offers engaging activities and lessons, formative and summative assessments, and a wide range of tools and resources that support teachers while giving them the flexibility to teach their way.

The SpringBoard Mathematics Program was adopted and implemented during the 2017-18 school year, and as in the previous year, we need to enter into a purchase agreement for school year 2019-20. The purchase agreement with CollegeBoard includes SpringBoard Math materials and coaching services that feature rigorous standards, instructional resources and formative assessments in Mathematics through a web-supported integrated program for grades 6th- 8th.

RECOMMENDATION:
Approve the purchase agreement with CollegeBoard for the SpringBoard Math Program for grades 6th to 8th at the cost of $37,888.69 to be paid from the General fund.

LCAP GOAL AND ACTION/SERVICE:
Goal 1: Student Achievement - All students, including English Learners, will improve annually in all content areas.

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

Financial Implications?	Are funds for this item available in the 2019-2020 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	
$37,888.69 (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, Ed.D., Superintendent
Secretary to the Board

CollegeBoard **SpringBoard**

2019-2020 California Materials Order Form

To place an order: Return signed order form with purchase order/check to:
FAX: 646-607-2881 OR EMAIL: SpringBoardOrders@collegeboard.org

Questions? Contact the SpringBoard Team 877-999-7723

Step 1. Enter Your Contact Information

School Name	San Ysidro Middle School
Contact for Materials	Maria Rodriguez
Contact Email Address:	maria.rodriguez@sysdschools.org
Contact Phone:	(619)428-4476 Ext. 3299
IT Contact Name/Email:	Todd Lewis - todd.lewis@sysdschools.org

Step 2. Materials: Enter quantities and shipping location below

Shipping Information (required information) * Will receive tracking information via email

Location Type	School
Ship Location	San Ysidro School District's Warehouse
Address 1	4350 Otay Mesa Road
Address 2	
City	San Ysidro
State, Zip	CA, 92173

Ship To Contact	Maria Rodriguez
Phone	(619)428-4476 Ext. 3299
Email *	maria.rodriguez@sysdschools.org
Special Delivery Instructions:	

Math National Edition

PRINT EDITIONS	STUDENT EDITIONS				TEACHER EDITIONS			
Title	ISBN	Price	Quantity	Cost	ISBN	Price	Quantity	Cost
Course 1 - 2014©	978-1-4573-0148-3	$17.95		$ -	978-1-4573-0155-1	$91.00		$ -
Course 2 - 2014©	978-1-4573-0149-0	$17.95	440	$ 7,898.00	978-1-4573-0156-8	$91.00		$ -
Course 3 - 2014©	978-1-4573-0150-6	$17.95	350	$ 6,282.50	978-1-4573-0157-5	$91.00		$ -
Algebra 1 -2014©	978-1-4573-0151-3	$18.95		$ -	978-1-4573-0158-2	$94.00		$ -
Geometry - 2015©	978-1-4573-0152-0	$19.45		$ -	978-1-4573-0159-9	$98.00		$ -
Algebra 2 - 2015©	978-1-4573-0153-7	$19.45		$ -	978-1-4573-0160-5	$98.00		$ -
Integrated Math I 2017©	978-1-4573-0542-9	$18.95	40	$ 758.00	978-1-4573-0549-8	$94.00		$ -
Integrated Math II 2017©	978-1-4573-0543-6	$19.45		$ -	978-1-4573-0550-4	$98.00		$ -
Integrated Math III 2017©	978-1-4573-0544-3	$19.45		$ -	978-1-4573-0551-1	$98.00		$ -
Precalculus - 2015©	978-1-4573-0154-4	$19.45		$ -	978-1-4573-0161-2	$98.00		$ -

Strategy Posters	Price	Quantity	Cost
Math Strategy Poster Set (2 Posters)	$8.95		$ -

Math Total	$14,938.50

Step 3. Indicate Payment and Sign Order Form (ORDER WILL NOT BE PROCESSED WITHOUT A SIGNATURE BELOW)

Select Payment Type: PO #

I verify that the information and quantities indicated on this form are accurate and that I am authorized to approve this order on behalf of the district/schools indicated. I understand and accept the terms and conditions outlined in the "Policies" section of this form.

		X	
Print Name	Title	Signature (REQUIRED)	Date

Continue to Page 2 for ELA and ELD Materials

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CollegeBoard SpringBoard

2019-2020 California Materials Order Form

ELA California Edition & ELD

ELA ELD Bundles	*Bundle price includes 1 ELA and 1 ELD Student Edition Teacher Editions must be purchased separately*			
TITLE	ISBN	Price	Quantity	Cost
ELA/ELD Bundle - Grade 6©	2016CAELDGR6SE	$23.35		$ -
ELA/ELD Bundle - Grade 7©	2016CAELDGR7SE	$23.35		$ -
ELA/ELD Bundle - Grade 8©	2016CAELDGR8SE	$23.35		$ -
ELA/ELD Bundle - Grade 9©	2016CAELDGR9SE	$24.85		$ -
ELA/ELD Bundle - Grade 10©	2016CAELDGR10SE	$24.85		$ -
ELA/ELD Bundle - Grade 11©	2016CAELDGR11SE	$24.85		$ -
ELA/ELD Bundle - Grade 12©	2016CAELDGR12SE	$24.85		$ -

PRINT EDITIONS	STUDENT EDITIONS				TEACHER EDITIONS			
ELA California Edition	ISBN	Price	Quantity	Cost	ISBN	Price	Quantity	Cost
Grade 6 - 2017©	978-1-4573-0462-0	$19.25		$ -	978-1-4573-0469-9	$92.00		$ -
Grade 7 - 2017©	978-1-4573-0463-7	$19.25		$ -	978-1-4573-0470-5	$92.00		$ -
Grade 8 - 2017 ©	978-1-4573-0464-4	$19.25		$ -	978-1-4573-0471-2	$92.00		$ -
Grade 9 - 2017©	978-1-4573-0465-1	$19.95		$ -	978-1-4573-0472-9	$98.00		$ -
Grade 10 - 2017©	978-1-4573-0466-8	$19.95		$ -	978-1-4573-0473-6	$98.00		$ -
Grade 11 - 2017©	978-1-4573-0467-5	$19.95		$ -	978-1-4573-0474-3	$98.00		$ -
Senior English - 2017©	978-1-4573-0468-2	$19.95		$ -	978-1-4573-0475-0	$98.00		$ -

ELD©	ISBN	Price	Quantity	Cost	ISBN	Price	Quantity	Cost
ELD - Grade 6 2017©	978-1-4573-0476-7	$12.95		$ -	978-1-4573-0483-5	$92.00		$ -
ELD - Grade 7 2017©	978-1-4573-0477-4	$12.95		$ -	978-1-4573-0484-2	$92.00		$ -
ELD - Grade 8 2017©	978-1-4573-0478-1	$12.95		$ -	978-1-4573-0485-9	$92.00		$ -
ELD - Grade 9 2017©	978-1-4573-0479-8	$13.25		$ -	978-1-4573-0486-6	$98.00		$ -
ELD - Grade 10 2017©	978-1-4573-0480-4	$13.25		$ -	978-1-4573-0487-3	$98.00		$ -
ELD - Grade 11 2017©	978-1-4573-0481-1	$13.25		$ -	978-1-4573-0488-0	$98.00		$ -
ELD - Senior English 2017©	978-1-4573-0482-8	$13.25		$ -	978-1-4573-0489-7	$98.00		$ -

ELA/ELD Total	$0.00

Continue to Page 3 for Close Reading Workshop, Writing Workshop & ELA Posters

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CollegeBoard SpringBoard

2019-2020 California Materials Order Form

Close Reading Workshop, Writing Workshop & ELA Posters

ELA Close Reading Workshop / Writing Workshop Bundle	*Bundle price includes 1 CRW and 1 WW Student Edition Teacher Editions must be purchased separately*			
TITLE	**ISBN**	**Price**	**Quantity**	**Cost**
CRW/WW Bundle - Grade 6©	2016CACRWGR6SE	$12.95		$ -
CRW/WW Bundle - Grade 7©	2016CACRWGR7SE	$12.95		$ -
CRW/WW Bundle - Grade 8©	2016CACRWGR8SE	$12.95		$ -
CRW/WW Bundle - Grade 9©	2016CACRWGR9SE	$12.95		$ -
CRW/WW Bundle - Grade 10©	2016CACRWGR10SE	$12.95		$ -
CRW/WW Bundle - Grade 11©	2016CACRWGR11SE	$12.95		$ -
CRW/WW Bundle - Grade 12©	2016CACRWGR12SE	$12.95		$ -

PRINT EDITIONS	STUDENT EDITIONS				TEACHER EDITIONS			
ELA Close Reading Workshop©	**ISBN**	**Price**	**Quantity**	**Cost**	**ISBN**	**Price**	**Quantity**	**Cost**
CRW - Grade 6 2017©	978-1-4573-0702-7	$8.99		$ -	978-1-4573-0709-6	$29.99		$ -
CRW - Grade 7 2017©	978-1-4573-0703-4	$8.99		$ -	978-1-4573-0710-2	$29.99		$ -
CRW - Grade 8 2017©	978-1-4573-0704-1	$8.99		$ -	978-1-4573-0711-9	$29.99		$ -
CRW - Grade 9 2017©	978-1-4573-0705-8	$8.99		$ -	978-1-4573-0712-6	$29.99		$ -
CRW - Grade 10 2017©	978-1-4573-0706-5	$8.99		$ -	978-1-4573-0713-3	$29.99		$ -
CRW - Grade 11 2017©	978-1-4573-0707-2	$8.99		$ -	978-1-4573-0714-0	$29.99		$ -
CRW - Grade 12 2017©	978-1-4573-0708-9	$8.99		$ -	978-1-4573-0715-7	$29.99		$ -

ELA Writing Workshop©	ISBN	Price	Quantity	Cost	ISBN	Price	Quantity	Cost
WW - Grade 6 2017©	978-1-4573-0688-4	$9.99		$ -	978-1-4573-0695-2	$29.99		$ -
WW - Grade 7 2017©	978-1-4573-0689-1	$9.99		$ -	978-1-4573-0696-9	$29.99		$ -
WW - Grade 8 2017©	978-1-4573-0690-7	$9.99		$ -	978-1-4573-0697-6	$29.99		$ -
WW - Grade 9 2017©	978-1-4573-0691-4	$9.99		$ -	978-1-4573-0698-3	$29.99		$ -
WW - Grade 10 2017©	978-1-4573-0692-1	$9.99		$ -	978-1-4573-0699-0	$29.99		$ -
WW - Grade 11 2017©	978-1-4573-0693-8	$9.99		$ -	978-1-4573-0700-3	$29.99		$ -
WW - Grade 12 2017©	978-1-4573-0694-5	$9.99		$ -	978-1-4573-0701-0	$29.99		$ -

Strategy Posters	Price	Quantity	Cost
ELA Strategy Poster Set (3 Posters)	$12.95		$ -

ELA Total	$0.00
Math Total	$14,938.50
Shipping (10%)	$1,493.85
Overall Total	**$16,432.35**

Continue to Page 4 for Terms and Conditions

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CollegeBoard SpringBoard®

Below are the terms and conditions for your use of SpringBoard®.

By acquiring College Board's SpringBoard® program, you ("Customer" or "You") accept the terms of this Agreement. Should Customer fail to comply with these requirements, the College Board will terminate online access without liability. If Customer subscribes to SpringBoard pursuant to a separate written contract or order form with the College Board ("CRS Agreement"), the terms of the separate written CRS Agreement between the College Board and Customer for SpringBoard supersede the terms contained herein to the extent they conflict with any terms in this Agreement.

SpringBoard® Program Overview. The College Board's SpringBoard Program, a proprietary program that helps prepare 6th through 12th grade students to succeed at college-level work, includes student and teacher editions, a website license to SpringBoard Digital and professional development and coaching services, that feature rigorous standards, instructional resources, and formative assessments in mathematics and/or English language arts through a web-supported, integrated program (the "SpringBoard Program"). For more details on the SpringBoard Program, see: http://springboardprogram.collegeboard.org/.

License Grant. The following licenses are referred to herein collectively as the "Licenses".

Site License. The College Board hereby grants to Customer a limited, non-exclusive, non-transferable, non-assignable, revocable license during the Term of this Agreement to access and use the SpringBoard website ("SpringBoard Digital") and to allow each of the participating schools (the "Schools") to use SpringBoard Digital in accordance with the terms and conditions governing use of and access to SpringBoard Digital for teachers and for students located at Customer's URL to access SpringBoard Digital ("Site Terms and Conditions"), and to use all content available on SpringBoard Digital in print or otherwise provided to Customer, and the privacy policy for SpringBoard Digital also located at Customer's URL ("Privacy Policy"). Access to SpringBoard Digital is for the sole purpose of improving teaching and learning of students in the grades designated by Customer in mathematics and/or English language arts within the Schools. Unless Customer is ordering SpringBoard "Digital Only", College Board shall provide Customer with one consumable student edition for each license granted for students and one teacher edition for each teacher. College Board shall provide Customer with these consumable editions annually at the start of each school year.

Schools' Compliance with License Terms. Customer shall be responsible for the Schools' compliance with the terms of all Licenses.

Access to SpringBoard. Customer will access SpringBoard Digital via the College Board's website. Customer understands and agrees that there is a risk of interruption to websites. Additionally, the website may be suspended from time to time for administrative purposes, as necessary, including but not limited to, system maintenance. The College Board may change the technical functionality of the website at any time upon notice (where reasonable) to Customer to the extent necessary to address technical and other business needs of the College Board.

Content Revision. The College Board reserves the right to update the content of the SpringBoard Digital and Products, services and deliverables. If significant revisions are made to any Product, furnished under this Agreement then the Customer shall receive the most recent version of the Product. This shall only apply to future years from the revision date of the Product's furnished under this Agreement.

Restrictions on Use. Customer shall not: (a) sell, rent, lease, loan, sublicense, disseminate, assign, reverse engineer, attempt to derive the source code of, transfer or otherwise provide access to third parties, make the website available for use by third parties or use the website for the benefit of any third party; (b) copy, reproduce, modify, adapt, translate or create any derivative works from the website; (c) remove, alter, obscure or tamper with any trademark, copyright or other proprietary markings or notices affixed to or contained within the website; or (d) encourage or permit any user or other third party to engage in any of the foregoing. Customer shall be responsible for ensuring that all students and teachers comply with the terms of this Schedule. If Customer violates any of the provisions hereof, the College Board shall have the right to terminate your right to use of SpringBoard Digital, without waiver of any other remedy, whether legal or equitable.

Service Providers. The College Board maintains a relationship with and has agreements with certain vendors ("Service Provider(s)") for access to some of the services and tools offered through SpringBoard Digital. Customer acknowledges and agrees that the information that is uploaded to SpringBoard Digital will be accessible to the applicable Service Provider for the sole purpose of providing those services to Customer. Please be aware that any information supplied to Service Provider is subject to their security and privacy policies. The College Board encourages Customer to read the policies of Service Provider, because their privacy practices may differ from the College Board's practices.

Customer Obligations. Customer shall provide certain information on the participating students in the Schools for the SpringBoard Program ("Registration Information"). Unless the College Board otherwise directs, the Registration Information shall include each student's username, password, and first and last name. At no additional cost to Customer, Customer may use a third party to upload and manage the Registration Information for students participating in the SpringBoard Program. Such third parties, include, without limitation, Zink Reading Labs, Turnitin, Desmos and Clever. Customer may also choose to manually update the Registration Information directly on the SpringBoard Site.

Customer shall comply with the Family Educational Rights and Privacy Act, 20 U.S.C. s. 1232g, and its implementing regulations, 34 C.F.R. pt. 99 ("FERPA") in connection with the SpringBoard Program. Customer shall obtain any and all consents necessary for students to participate in the SpringBoard Program, and Customer shall include in its annual notification of rights under FERPA criteria that support the designation of the College Board and its employees as school officials with legitimate educational interests. Customer authorizes the College Board to use personally identifiable, non-directory information to conduct studies with the purpose of improving instruction for the SpringBoard Program in accordance with 34 C.F.R. 99.31(a)(6)(i).

Customer Representations Customer has designated as "directory information" for purposes of FERPA, a student's name, the most recent educational agency or institution attended, and the other items specifically identified as directory information in 34 C.F.R. 99.3. To the extent the Registration Information includes only such directory information, the College Board may redisclose the Registration Information in accordance with the Privacy Policy without the consent of the parent or student eighteen (18) years of age or older.

To the extent that the Registration Information or other personally identifiable information from education records of students disclosed by Customer to the College Board includes information other than directory information, for purposes of FERPA the College Board and its employees and independent contractors are "school officials" whom Customer has determined to have "legitimate educational interests", and Customer may disclose such non-directory information to the College Board consistent with FERPA and other applicable law and policy.

Customer has a policy on acceptable use of computer equipment and services by teachers, other staff, and students that is at least as rigorous as the Site Terms and Conditions. The Site Terms and Conditions are consistent with and sufficient under Customer's computer use and other relevant policies.

Customer has a policy on confidentiality of student records consistent with and sufficient under FERPA. The Privacy Policy is consistent with and sufficient under Customer's FERPA and other relevant policies.

Customer represents and warrants that it is empowered under applicable state laws to enter into and perform this Agreement and it has caused this Agreement to be duly authorized, executed and delivered.

You represent and warrant that you have obtained any consent that You require from, for example, Your management, superintendent, district, Your school and any third parties to the extent consent is necessary to authorize You to enter into this Agreement.

General Disclaimer. THE COLLEGE BOARD HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

Limitation of Liability. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE COLLEGE BOARD AND ITS' AFFILIATES FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE WORK PERFORMED BY THE COLLEGE BOARD PURSUANT TO THIS AGREEMENT FROM ANY CAUSE OR CAUSES, INCLUDED BUT NOT LIMITED TO THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR WARRANTY EXPRESS OR IMPLIED OF THE COLLEGE BOARD OR ITS' AFFILIATES, SHALL NOT EXCEED THE ACTUAL AMOUNT PAID TO THE COLLEGE BOARD UNDER THIS AGREEMENT FOR THE SPECIFIC DELIVERABLE SUBJECT TO THE DAMAGES CLAIM. IN NO EVENT WILL THE COLLEGE BOARD AND ITS AFFILIATES HAVE ANY LIABILITY TO PURCHASER IN CONNECTION WITH THIS AGREEMENT FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTIAL, SPECIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM OR THEORY OF LIABILITY. TO THE EXTENT ALLOWED BY LAW, PURCHASER WILL INDEMNIFY, DEFEND AND HOLD HARMLESS, THE COLLEGE BOARD AGAINST THIRD PARTY CLAIMS THAT ARISE AS A RESULT OF THE BREACH OF THIS AGREEMENT BY CUSTOMER

Ownership of Intellectual Property. Customer agrees and acknowledges that all intellectual property provided under or pertaining to this Agreement, including, but not limited to, any College Board publications, College Board website(s), CD-ROMS, videos, examinations and all forms contained therein, including all copies thereof, all data and any parts thereof, all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights are the sole and exclusive property of the College Board. Nothing in this Agreement should be interpreted to indicate that the College Board is passing its proprietary rights in and to the College Board Intellectual Property to the Customer.

Confidentiality. All information exchanged hereunder to which either party shall have access in connection with this Agreement, including the terms of this Agreement, is confidential ("Confidential Information"), and except as otherwise expressly provided in this Agreement, neither party will authorize or permit the other party's Confidential Information to be conveyed or in any manner communicated to or made available to any third party or to be physically duplicated or reproduced or used by or for the benefit of any third party, in whole or in part; provided, however, that Confidential Information shall exclude any data or information that: (a) is publicly disclosed or expressly approved for public disclosure by the act of an authorized agent of either party; (b) becomes publicly known without breach of any confidentiality obligation; or (c) is required to be disclosed pursuant to any applicable law or regulation, government authority or duly authorized subpoena or court order, provided that the disclosing party in such event shall provide the other party with notice of such requirement as soon as practicable after such

Data Protection. The College Board shall take actions to ensure the security and confidentiality of Confidential Information. The College Board assures Customer that the College Board employs security controls designed to secure and protect personally identifiable information in a manner consistent with industry standards. The College Board shall maintain the Registration Information (defined in Section 3.1) that may be obtained pursuant to this Agreement in a secure computer environment and not copy, reproduce or transmit such data except as necessary to fulfill the purpose of the original request.

The College Board has security measures in place designed to help protect against loss, misuse and alteration of the data under the College Board's control. College Board shall develop, implement, maintain and use reasonably appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all stored, managed, retained,

Security Measures. To ensure the security and confidentiality of confidential records the College Board shall designate an employee responsible for the training and compliance of all College Board employees, agents, and assigns on compliance with security and confidentiality provisions detailed in this Agreement. The College Board warrants that the confidentiality requirements and security measures identified in the Agreement will be expanded by contract to any and all subcontractors used by College Board, if any, to execute the terms of the Agreement. The College Board will use appropriate and reliable storage media, regularly backup student records and retain such backup copies for the duration of the Agreement and as defined by the College Board. The Customer acknowledges that College Board utilizes cloud hosting service providers throughout its infrastructure. The College Board warrants that all student records will be stored in the United States where technically feasible and reasonable as determined solely by College Board. Customer acknowledges that in some cases the College Board may not be able to restrict the location of data due to limitations within the cloud hosting service provider capabilities.

Notice. In the event of an unauthorized disclosure of student records the Customer and College Board agree to notify the other party, fully investigate the incident and fully cooperate with any investigation of the incident, implement remedial measures and respond in a timely manner. Such notification shall be promptly performed as information becomes available but not greater than 30 calendar days immediately upon becoming aware of: (1) a confirmed compromise of student records, or of (2) circumstances that could have reasonably resulted in an unauthorized access to or disclosure of student records. Both Customer and College Board acknowledge that in the event of an unauthorized disclosure computer forensics teams may require many days, weeks or even months to fully ascertain the details surrounding the disclosure which may delay prompt notification within the 30 calendar day requirement.

Where information is available, Customer shall notify the parent or adult student of: (1) the nature of the unauthorized use or disclosure (e.g., security breach, nonconsensual re-disclosure, etc.); (2) the specific student records that were used or disclosed without authorization where possible; (3) what College Board and Customer have done or will do to mitigate any effects of the unauthorized use or disclosure; and (4) what corrective action College Board and Customer have taken or will take to prevent future occurrences. Except as otherwise required by law, College Board will not provide notice of the incident directly to the parent or adult student whose student records were involved, regulatory agencies, or other entities, without prior written permission from Customer.

Use of Cookies. A cookie is a small text file placed on your computer's hard drive when you visit a website. The cookie gives you a unique, random ID, and this ID enables our website(s) to readily recognize each user on a subsequent visit to the site(s). For example, a cookie may indicate the preferences you selected on a prior visit. This facilitates more efficient browsing on subsequent visits, by using your preferences to customize the content and/or layout of our site(s). The College Board may use cookies in this fashion. Visitors are free to set their Web browsers to prevent the acceptance of cookies. However, subscribers of SpringBoard Digital must enable cookies to access certain areas. Be aware that the College Board website cookies do not contain personally identifiable information. Some Service Providers use cookies on College Board site(s). The College Board has no access to or control over these cookies. This privacy statement covers the use of cookies by the College Board website(s) only and does not cover the use of cookies by any third-party providers.

Proprietary Rights. The College Board and its Service Providers have expended substantial time, effort, and funds to create the website(s) and SpringBoard Digital. Customer acknowledges and agrees that the College Board or College Board affiliates exclusively own the copyright to (or have been granted licenses by third parties to use) all rights, title, and interest in SpringBoard Digital and the information, data, databases, images, sound recordings, audio and visual clips, and other content (collectively, "Content") provided by the website(s). Certain materials specifically designated as belonging to another party are not owned by the College Board. No copyrighted material or other Content may be performed, distributed, downloaded, uploaded, modified, reused, reproduced, reposted, retransmitted, disseminated, sold, published, broadcast or circulated or otherwise used in any way whatsoever except as expressly stated either in such materials or in this Schedule without express written permission of the College Board or permission of the copyright owner. Any modification of the Content, or any portion thereof, or use of the Content for any other purpose constitutes an infringement of the College Board's copyrights and other proprietary rights. Use of the Content on any other website (including, without limitation, internal websites and social media sites) or other networked computer environment is prohibited without prior written permission from the College Board. **Customer agrees not to reproduce, duplicate, copy, sell, resell, or exploit for any commercial purposes any portion of the SpringBoard Program, use of the SpringBoard Program, or access to the SpringBoard Program.**

Customer agrees and acknowledges that Workshops and Products, including, but not limited to, training notes, and materials and booklets provided to participants, including all copies thereof, are the sole and exclusive property of the College Board. Copying, disseminating or posting any SpringBoard Program material on Customer's internal or any external website, including social media sites, or creating and sharing derivative works of the materials is a breach of Customer's agreement with the College Board and the College Board's intellectual property rights. Customer may solely use the Products described herein for the professional development and coaching services provided by the College Board in connection with Workshop participants' knowledge and use of the SpringBoard Program.

Except for the license expressly granted herein, Customer shall have no rights to or other interests in SpringBoard Digital, materials or Content. The College Board reserves all rights not explicitly granted to Customer under this Schedule.

Customer agrees that it shall not post any SpringBoard Program material on Customer's internal or any external website, and shall advise all SpringBoard Program teachers and students that posting any such material, including answers to any questions on SpringBoard Digital or in SpringBoard student or teacher editions is a violation of the College Board's copyright. Customer agrees that it shall not offer for resale, and shall advise its teachers and administers not to offer

Force Majeure. Either party may be excused from performance of an obligation under this Agreement in the event that performance of that obligation by such party is prevented by an act of God, act of war, terrorism, riot, fire, explosion, flood or other circumstance that is beyond the control of, and could not reasonably be avoided by, such party.

Payment. This Agreement supersedes any conflicting terms and conditions contained in Customer's purchase order. Customer shall pay all shipping charges including any additional fees for expedited shipping requested by Customer. Customer may return or exchange, at Customer's expense, consumable editions which are in new condition and have not yet been used up to thirty (30) days after receipt. College Board will issue refunds within thirty (30) days upon receipt of the returned editions for accounts that have been paid.

Customer agrees to pay any applicable sales, use, value added or other taxes or import duties (other than the College Board's corporate income taxes) based on, or due as a result of, any fees paid to the College Board under this Schedule, unless Customer is exempt from such taxes as the result of Customer's corporate or government status. Customer shall furnish the College Board with a valid tax exemption certificate.

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CollegeBoard **SpringBoard**

2019-2020 California Materials Order Form

To place an order: Return signed order form with purchase order/check to:
FAX: 646-607-2881 OR EMAIL: SpringBoardOrders@collegeboard.org

Questions? Contact the SpringBoard Team 877-999-7723

Step 1. Enter Your Contact Information

School Name	La Mirada Elementary
Contact for Materials	Silvia Castaneda
Contact Email Address:	silvia.castaneda@sysdschools.org
Contact Phone:	(619)428-4476 Ext. 3499
IT Contact Name/Email:	Todd Lewis - todd.lewis@sysdschools.org

Step 2. Materials: Enter quantities and shipping location below

Shipping Information (required information) * Will receive tracking information via email

Location Type	School
Ship Location	San Ysidro School District's Warehouse
Address 1	4350 Otay Mesa Road
Address 2	
City	San Ysidro
State, Zip	CA, 92173

Ship To Contact Silvia Castaneda
Phone (619)428-4476 Ext. 3499
Email * silvia.castaneda@sysdschools.org

Special Delivery Instructions:	

Math National Edition

PRINT EDITIONS	STUDENT EDITIONS				TEACHER EDITIONS			
Title	ISBN	Price	Quantity	Cost	ISBN	Price	Quantity	Cost
Course 1 - 2014©	978-1-4573-0148-3	$17.95	75	$ 1,346.25	978-1-4573-0155-1	$91.00		$ -
Course 2 - 2014©	978-1-4573-0149-0	$17.95		$ -	978-1-4573-0156-8	$91.00		$ -
Course 3 - 2014©	978-1-4573-0150-6	$17.95		$ -	978-1-4573-0157-5	$91.00		$ -
Algebra 1 -2014©	978-1-4573-0151-3	$18.95		$ -	978-1-4573-0158-2	$94.00		$ -
Geometry - 2015©	978-1-4573-0152-0	$19.45		$ -	978-1-4573-0159-9	$98.00		$ -
Algebra 2 - 2015©	978-1-4573-0153-7	$19.45		$ -	978-1-4573-0160-5	$98.00		$ -
Integrated Math I 2017©	978-1-4573-0542-9	$18.95		$ -	978-1-4573-0549-8	$94.00		$ -
Integrated Math II 2017©	978-1-4573-0543-6	$19.45		$ -	978-1-4573-0550-4	$98.00		$ -
Integrated Math III 2017©	978-1-4573-0544-3	$19.45		$ -	978-1-4573-0551-1	$98.00		$ -
Precalculus - 2015©	978-1-4573-0154-4	$19.45		$ -	978-1-4573-0161-2	$98.00		$ -

Strategy Posters	Price	Quantity	Cost
Math Strategy Poster Set (2 Posters)	$8.95		$ -

Math Total	$1,346.25

Step 3. Indicate Payment and Sign Order Form (ORDER WILL NOT BE PROCESSED WITHOUT A SIGNATURE BELOW)

Select Payment Type: PO #

I verify that the information and quantities indicated on this form are accurate and that I am authorized to approve this order on behalf of the district/schools indicated. I understand and accept the terms and conditions outlined in the "Policies" section of this form.

MARILYN ADRIANZEN	CBO	X	
Print Name	Title	Signature (REQUIRED)	Date

Continue to Page 2 for ELA and ELD Materials

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CollegeBoard SpringBoard

2019-2020 California Materials Order Form

ELA California Edition & ELD

ELA ELD Bundles	*Bundle price includes 1 ELA and 1 ELD Student Edition Teacher Editions must be purchased separately*			
TITLE	ISBN	Price	Quantity	Cost
ELA/ELD Bundle - Grade 6©	2016CAELDGR6SE	$23.35		$ -
ELA/ELD Bundle - Grade 7©	2016CAELDGR7SE	$23.35		$ -
ELA/ELD Bundle - Grade 8©	2016CAELDGR8SE	$23.35		$ -
ELA/ELD Bundle - Grade 9©	2016CAELDGR9SE	$24.85		$ -
ELA/ELD Bundle - Grade 10©	2016CAELDGR10SE	$24.85		$ -
ELA/ELD Bundle - Grade 11©	2016CAELDGR11SE	$24.85		$ -
ELA/ELD Bundle - Grade 12©	2016CAELDGR12SE	$24.85		$ -

PRINT EDITIONS	STUDENT EDITIONS				TEACHER EDITIONS			
ELA California Edition	ISBN	Price	Quantity	Cost	ISBN	Price	Quantity	Cost
Grade 6 - 2017©	978-1-4573-0462-0	$19.25		$ -	978-1-4573-0469-9	$92.00		$ -
Grade 7 - 2017©	978-1-4573-0463-7	$19.25		$ -	978-1-4573-0470-5	$92.00		$ -
Grade 8 - 2017 ©	978-1-4573-0464-4	$19.25		$ -	978-1-4573-0471-2	$92.00		$ -
Grade 9 - 2017©	978-1-4573-0465-1	$19.95		$ -	978-1-4573-0472-9	$98.00		$ -
Grade 10 - 2017©	978-1-4573-0466-8	$19.95		$ -	978-1-4573-0473-6	$98.00		$ -
Grade 11 - 2017©	978-1-4573-0467-5	$19.95		$ -	978-1-4573-0474-3	$98.00		$ -
Senior English - 2017©	978-1-4573-0468-2	$19.95		$ -	978-1-4573-0475-0	$98.00		$ -

ELD©	ISBN	Price	Quantity	Cost	ISBN	Price	Quantity	Cost
ELD - Grade 6 2017©	978-1-4573-0476-7	$12.95		$ -	978-1-4573-0483-5	$92.00		$ -
ELD - Grade 7 2017©	978-1-4573-0477-4	$12.95		$ -	978-1-4573-0484-2	$92.00		$ -
ELD - Grade 8 2017©	978-1-4573-0478-1	$12.95		$ -	978-1-4573-0485-9	$92.00		$ -
ELD - Grade 9 2017©	978-1-4573-0479-8	$13.25		$ -	978-1-4573-0486-6	$98.00		$ -
ELD - Grade 10 2017©	978-1-4573-0480-4	$13.25		$ -	978-1-4573-0487-3	$98.00		$ -
ELD - Grade 11 2017©	978-1-4573-0481-1	$13.25		$ -	978-1-4573-0488-0	$98.00		$ -
ELD - Senior English 2017©	978-1-4573-0482-8	$13.25		$ -	978-1-4573-0489-7	$98.00		$ -

ELA/ELD Total	$0.00

Continue to Page 3 for Close Reading Workshop, Writing Workshop & ELA Posters

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CollegeBoard SpringBoard

2019-2020 California Materials Order Form

Close Reading Workshop, Writing Workshop & ELA Posters

ELA Close Reading Workshop / Writing Workshop Bundle	*Bundle price includes 1 CRW and 1 WW Student Edition Teacher Editions must be purchased separately*			
TITLE	ISBN	Price	Quantity	Cost
CRW/WW Bundle - Grade 6©	2016CACRWGR6SE	$12.95		$ -
CRW/WW Bundle - Grade 7©	2016CACRWGR7SE	$12.95		$ -
CRW/WW Bundle - Grade 8©	2016CACRWGR8SE	$12.95		$ -
CRW/WW Bundle - Grade 9©	2016CACRWGR9SE	$12.95		$ -
CRW/WW Bundle - Grade 10©	2016CACRWGR10SE	$12.95		$ -
CRW/WW Bundle - Grade 11©	2016CACRWGR11SE	$12.95		$ -
CRW/WW Bundle - Grade 12©	2016CACRWGR12SE	$12.95		$ -

PRINT EDITIONS	STUDENT EDITIONS				TEACHER EDITIONS			
ELA Close Reading Workshop©	ISBN	Price	Quantity	Cost	ISBN	Price	Quantity	Cost
CRW - Grade 6 2017©	978-1-4573-0702-7	$8.99		$ -	978-1-4573-0709-6	$29.99		$ -
CRW - Grade 7 2017©	978-1-4573-0703-4	$8.99		$ -	978-1-4573-0710-2	$29.99		$ -
CRW - Grade 8 2017©	978-1-4573-0704-1	$8.99		$ -	978-1-4573-0711-9	$29.99		$ -
CRW - Grade 9 2017©	978-1-4573-0705-8	$8.99		$ -	978-1-4573-0712-6	$29.99		$ -
CRW - Grade 10 2017©	978-1-4573-0706-5	$8.99		$ -	978-1-4573-0713-3	$29.99		$ -
CRW - Grade 11 2017©	978-1-4573-0707-2	$8.99		$ -	978-1-4573-0714-0	$29.99		$ -
CRW - Grade 12 2017©	978-1-4573-0708-9	$8.99		$ -	978-1-4573-0715-7	$29.99		$ -

ELA Writing Workshop©	ISBN	Price	Quantity	Cost	ISBN	Price	Quantity	Cost
WW - Grade 6 2017©	978-1-4573-0688-4	$9.99		$ -	978-1-4573-0695-2	$29.99		$ -
WW - Grade 7 2017©	978-1-4573-0689-1	$9.99		$ -	978-1-4573-0696-9	$29.99		$ -
WW - Grade 8 2017©	978-1-4573-0690-7	$9.99		$ -	978-1-4573-0697-6	$29.99		$ -
WW - Grade 9 2017©	978-1-4573-0691-4	$9.99		$ -	978-1-4573-0698-3	$29.99		$ -
WW - Grade 10 2017©	978-1-4573-0692-1	$9.99		$ -	978-1-4573-0699-0	$29.99		$ -
WW - Grade 11 2017©	978-1-4573-0693-8	$9.99		$ -	978-1-4573-0700-3	$29.99		$ -
WW - Grade 12 2017©	978-1-4573-0694-5	$9.99		$ -	978-1-4573-0701-0	$29.99		$ -

Strategy Posters	Price	Quantity	Cost
ELA Strategy Poster Set (3 Posters)	$12.95		$ -

ELA Total	$0.00
Math Total	$1,346.25
Shipping (10%)	$134.63
Overall Total	$1,480.88

Continue to Page 4 for Terms and Conditions

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CollegeBoard SpringBoard

Below are the terms and conditions for your use of SpringBoard®.

By acquiring College Board's SpringBoard® program, you ("Customer" or "You") accept the terms of this Agreement. Should Customer fail to comply with these requirements, the College Board will terminate online access without liability. If Customer subscribes to SpringBoard pursuant to a separate written contract or order form with the College Board ("CRS Agreement"), the terms of the separate written CRS Agreement between the College Board and Customer for SpringBoard supersede the terms contained herein to the extent they conflict with any terms in this Agreement.

SpringBoard® Program Overview. The College Board's SpringBoard Program, a proprietary program that helps prepare 6th through 12th grade students to succeed at college-level work, includes student and teacher editions, a website license to SpringBoard Digital and professional development and coaching services, that feature rigorous standards, instructional resources, and formative assessments in mathematics and English language arts through a web-supported, integrated program (the "SpringBoard Program"). For more details on the SpringBoard Program, see: http://springboardprogram.collegeboard.org/.

License Grant. The following licenses are referred to herein collectively as the "Licenses".

Site License. The College Board hereby grants to Customer a limited, non-exclusive, non-transferable, non-assignable, revocable license during the Term of this Agreement to access and use the SpringBoard website ("SpringBoard Digital") and to allow each of the participating schools (the "Schools") to use SpringBoard Digital in accordance with the terms and conditions governing use of and access to SpringBoard Digital for teachers and for students located at Customer's URL to access SpringBoard Digital ("Site Terms and Conditions"), and to use all content available on SpringBoard Digital in print or otherwise provided to Customer, and the privacy policy for SpringBoard Digital also located at Customer's URL ("Privacy Policy"). Access to SpringBoard Digital is for the sole purpose of improving teaching and learning of students in the grades designated by Customer in mathematics and/or English language arts within the Schools. Unless Customer is ordering SpringBoard "Digital Only", College Board shall provide Customer with one consumable student edition for each license granted for students and one teacher edition for each teacher. College Board shall provide Customer with these consumable editions annually at the start of each school year.

Schools' Compliance with License Terms. Customer shall be responsible for the Schools' compliance with the terms of all Licenses.

Access to SpringBoard. Customer will access SpringBoard Digital via the College Board's website. Customer understands and agrees that there is a risk of interruption to websites. Additionally, the website may be suspended from time to time for administrative purposes, as necessary, including but not limited to, system maintenance. The College Board may change the technical functionality of the website at any time upon notice (where reasonable) to Customer to the extent necessary to address technical and other business needs of the College Board.

Content Revision. The College Board reserves the right to update the content of the SpringBoard Digital and Products, services and deliverables. If significant revisions are made to any Product, furnished under this Agreement then the Customer shall receive the most recent version of such Product. This shall only apply to future years from the revision date of the Product's furnished under this Agreement.

Restrictions on Use. Customer shall not: (a) sell, rent, lease, loan, sublicense, disseminate, assign, reverse engineer, attempt to derive the source code of, transfer or otherwise provide access to third parties, make the website available for use by third parties or use the website for the benefit of any third party; (b) copy, reproduce, modify, adapt, translate or create any derivative works from the website; (c) remove, alter, obscure or tamper with any trademark, copyright or other proprietary markings or notices affixed to or contained within the website; or (d) encourage or permit any user or other third party to engage in any of the foregoing. Customer shall be responsible for ensuring that all students and teachers comply with the terms of this Schedule. If Customer violates any of the provisions hereof, the College Board shall have the right to terminate your right to use of SpringBoard Digital, without waiver of any other remedy, whether legal or equitable.

Service Providers. The College Board maintains a relationship with and has agreements with certain vendors ("Service Provider(s)") for access to some of the services and tools offered through SpringBoard Digital. Customer acknowledges and agrees that the information that is uploaded to SpringBoard Digital will be accessible to the applicable Service Provider for the sole purpose of providing those services to Customer. Please be aware that any information supplied to Service Provider is subject to their security and privacy policies. The College Board encourages Customer to read the policies of Service Provider, because their privacy practices may differ from the College Board's practices.

Customer Obligations. Customer shall provide certain information on the participating students in the Schools for the SpringBoard Program ("Registration Information"). Unless the College Board otherwise directs, the Registration Information shall include each student's username, password, and first and last name. At no additional cost to Customer, Customer may use a third party to upload and manage the Registration Information for students participating in the SpringBoard Program. Such third parties, include, without limitation, Zink Reading Labs, Turnitin, Desmos and Clever. Customer may also choose to manually update the Registration Information directly on the SpringBoard Site.

Customer shall comply with the Family Educational Rights and Privacy Act, 20 U.S.C. s. 1232g, and its implementing regulations, 34 C.F.R. pt. 99 ("FERPA") in connection with the SpringBoard Program. Customer shall obtain any and all consents necessary for students to participate in the SpringBoard Program, and Customer shall include in its annual notification of rights under FERPA criteria that support the designation of the College Board and its employees as school officials with legitimate educational interests. Customer authorizes the College Board to use personally identifiable, non-directory information to conduct studies with the purpose of improving instruction for the SpringBoard Program in accordance with 34 C.F.R. 99.31(a)(6)(i).

Customer Representations Customer has designated as "directory information" for purposes of FERPA, a student's name, the most recent educational agency or institution attended, and the other items specifically identified as directory information in 34 C.F.R. 99.3. To the extent the Registration Information includes only such directory information, the College Board may redisclose the Registration Information in accordance with the Privacy Policy without the consent of the parent or student eighteen (18) years of age or older.

To the extent that the Registration Information or other personally identifiable information from education records of students disclosed by Customer to the College Board includes information other than directory information, for purposes of FERPA the College Board and its employees and independent contractors are "school officials" whom Customer has determined to have "legitimate educational interests", and Customer may disclose such non-directory information to the College Board consistent with FERPA and other applicable law and policy.

Customer has a policy on acceptable use of computer equipment and services by teachers, other staff, and students that is at least as rigorous as the Site Terms and Conditions. The Site Terms and Conditions are consistent with and sufficient under Customer's computer use and other relevant policies.

Customer has a policy on confidentiality of student records consistent with and sufficient under FERPA. The Privacy Policy is consistent with and sufficient under Customer's FERPA and other relevant policies.

Customer represents and warrants that it is empowered under applicable state laws to enter into and perform this Agreement and it has caused this Agreement to be duly authorized, executed and delivered.

You represent and warrant that you have obtained any consent that You require from, for example, Your management, superintendent, district, Your school and any third parties to the extent consent is necessary to authorize You to enter into this Agreement.

General Disclaimer. THE COLLEGE BOARD HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

Limitation of Liability. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE COLLEGE BOARD AND ITS' AFFILIATES FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE WORK PERFORMED BY THE COLLEGE BOARD PURSUANT TO THIS AGREEMENT FROM ANY CAUSE OR CAUSES, INCLUDED BUT NOT LIMITED TO THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR WARRANTY EXPRESS OR IMPLIED OF THE COLLEGE BOARD OR ITS' AFFILIATES, SHALL NOT EXCEED THE ACTUAL AMOUNT PAID TO THE COLLEGE BOARD UNDER THIS AGREEMENT FOR THE SPECIFIC DELIVERABLE SUBJECT TO THE DAMAGES CLAIM. IN NO EVENT WILL THE COLLEGE BOARD AND ITS AFFILIATES HAVE ANY LIABILITY TO PURCHASER IN CONNECTION WITH THIS AGREEMENT FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTIAL, SPECIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM OR THEORY OF LIABILITY. TO THE EXTENT ALLOWED BY LAW, PURCHASER WILL INDEMNIFY, DEFEND AND HOLD HARMLESS, THE COLLEGE BOARD AGAINST THIRD PARTY CLAIMS THAT ARISE AS A RESULT OF THE BREACH OF THIS AGREEMENT BY CUSTOMER

Ownership of Intellectual Property. Customer agrees and acknowledges that all intellectual property provided under or pertaining to this Agreement, including, but not limited to, any College Board publications, College Board website(s), CD-ROMS, videos, examinations and all forms contained therein, including all copies thereof, all data and any parts thereof, all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights are the sole and exclusive property of the College Board. Nothing in this Agreement should be interpreted to indicate that the College Board is passing its proprietary rights in and to the College Board Intellectual Property to the Customer.

Confidentiality. All information exchanged hereunder to which either party shall have access in connection with this Agreement, including the terms of this Agreement, is confidential ("Confidential Information"), and except as otherwise expressly provided in this Agreement, neither party will authorize or permit the other party's Confidential Information to be conveyed or in any manner communicated to or made available to any third party or to be physically duplicated or reproduced or used by or for the benefit of any third party, in whole or in part; provided, however, that Confidential Information shall exclude any data or information that: (a) is publicly disclosed or expressly approved for public disclosure by the act of an authorized agent of either party; (b) becomes publicly known without breach of any confidentiality obligation; or (c) is required to be disclosed pursuant to any applicable law or regulation, government authority or duly authorized subpoena or court order, provided that the disclosing party in such event shall provide the other party with notice of such requirement as soon as practicable after such

Data Protection. The College Board shall take actions to ensure the security and confidentiality of Confidential Information. The College Board assures Customer that the College Board employs security controls designed to secure and protect personally identifiable information in a manner consistent with industry standards. The College Board shall maintain the Registration Information (defined in Section 3.1) that may be obtained pursuant to this Agreement in a secure computer environment and not copy, reproduce or transmit such data except as necessary to fulfill the purpose of the original request.

The College Board has security measures in place designed to help protect against loss, misuse and alteration of the data under the College Board's control. College Board shall develop, implement, maintain and use reasonably appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all stored, managed, retained,

Security Measures. To ensure the security and confidentiality of confidential records the College Board shall designate an employee responsible for the training and compliance of all College Board employees, agents, and assigns on compliance with security and confidentiality provisions detailed in this Agreement. The College Board warrants that the confidentiality requirements and security measures identified in the Agreement will be extended by contract to any and all subcontractors used by College Board, if any, to execute the terms of the Agreement. The College Board will use appropriate and reliable storage media, regularly backup student records and retain such backup copies for the duration of the Agreement and as defined by the College Board. The Customer acknowledges that College Board utilizes cloud hosting service providers throughout its infrastructure. The College Board warrants that all student records will be stored in the United States where technically feasible and reasonable as determined solely by College Board. Customer acknowledges that in some cases the College Board may not be able to restrict the location of data due to limitations within the cloud hosting service provider capabilities.

Notice. In the event of an unauthorized disclosure of student records the Customer and College Board agree to notify the other party, fully investigate the incident and fully cooperate with any investigation of the incident, implement remedial measures and respond in a timely manner. Such notification shall be promptly performed as information becomes available but not greater than 30 calendar days immediately upon becoming aware of: (1) a confirmed compromise of student records, or of (2) circumstances that could have reasonably resulted in an unauthorized access to or disclosure of student records. Both Customer and College Board acknowledge that in the event of an unauthorized disclosure computer forensics teams may require many days, weeks or even months to fully ascertain the details surrounding the disclosure which may delay prompt notification within the 30 calendar day requirement.

Where information is available, Customer shall notify the parent or adult student of: (1) the nature of the unauthorized use or disclosure (e.g., security breach, nonconsensual re-disclosure, etc.); (2) the specific student records that were used or disclosed without authorization where possible; (3) what College Board and Customer have done or will do to mitigate any effects of the unauthorized use or disclosure; and (4) what corrective action College Board and Customer have taken or will take to prevent future occurrences. Except as otherwise required by law, College Board will not provide notice of the incident directly to the parent or adult student whose student records were involved, regulatory agencies, or other entities, without prior written permission from Customer.

Use of Cookies. A cookie is a small text file placed on your computer's hard drive when you visit a website. The cookie gives you a unique, random ID, and this ID enables our website(s) to readily recognize each user on a subsequent visit to the site(s). For example, a cookie may indicate the preferences you selected on a prior visit. This facilitates more efficient browsing on subsequent visits, by using your preferences to customize the content and/or layout of our site(s). The College Board may use cookies in this fashion. Visitors are free to set their Web browsers to prevent the acceptance of cookies. However, subscribers of SpringBoard Digital must enable cookies to access certain areas. Be aware that the College Board website cookies do not contain personally identifiable information. Some Service Providers use cookies on College Board site(s). The College Board has no access to or control over these cookies. This privacy statement covers the use of cookies by the College Board website(s) only and does not cover the use of cookies by any third-party providers.

Proprietary Rights. The College Board and its Service Providers have expended substantial time, effort, and funds to create the website(s) and SpringBoard Digital. Customer acknowledges and agrees that the College Board or College Board affiliates exclusively own the copyright to (or have been granted licenses by third parties to use) all rights, title, and interest in SpringBoard Digital and the information, data, databases, images, sound recordings, audio and visual clips, and other content (collectively, "Content") provided by the website(s). Certain materials specifically designated as belonging to another party are not owned by the College Board. No copyrighted material or other Content may be performed, distributed, downloaded, uploaded, modified, reused, reproduced, reposted, retransmitted, disseminated, sold, published, broadcast or circulated or otherwise used in any way whatsoever except as expressly stated either in such materials or in this Schedule without express written permission of the College Board or permission of the copyright owner. Any modification of the Content, or any portion thereof, or use of the Content for any other purpose constitutes an infringement of the College Board's copyrights and other proprietary rights. Use of the Content on any other website (including, without limitation, internal websites and social media sites) or other networked computer environment is prohibited without prior written permission from the College Board. **Customer agrees not to reproduce, duplicate, copy, sell, resell, or exploit for any commercial purposes any portion of the SpringBoard Program, use of the SpringBoard Program, or access to the SpringBoard Program.**

Customer agrees and acknowledges that Workshops and Products, including, but not limited to, training notes, and materials and booklets provided to participants, including all copies thereof, are the sole and exclusive property of the College Board. Copying, disseminating or posting any SpringBoard Program material on Customer's internal or any external website, including social media sites, or creating and sharing derivative works of the materials is a breach of Customer's agreement with the College Board and the College Board's intellectual property rights. Customer may solely use the Products described herein for the professional development and coaching services provided by the College Board in connection with Workshop participants' knowledge and use of the SpringBoard Program.

Except for the license expressly granted herein, Customer shall have no rights to or other interests in SpringBoard Digital, materials or Content. The College Board reserves all rights not explicitly granted to Customer under this Schedule.

Customer agrees that it shall not post any SpringBoard Program material on Customer's internal or any external website, and shall advise all SpringBoard Program teachers and students that posting any such material, including answers to any questions on SpringBoard Digital or in SpringBoard student or teacher editions is a violation of the College Board's copyright. Customer agrees that it shall not offer for resale, and shall advise its teachers and administers not to offer

Force Majeure. Either party may be excused from performance of an obligation under this Agreement in the event that performance of that obligation by such party is prevented by an act of God, act of war, terrorism, riot, fire, explosion, flood or other circumstance that is beyond the control of, and could not reasonably be avoided by, such party.

Payment. This Agreement supersedes any conflicting terms and conditions contained in Customer's purchase order. Customer shall pay all shipping charges including any additional fees for expedited shipping requested by Customer. Customer may return or exchange, at Customer's expense, consumable editions which are in new condition and have not yet been used up to thirty (30) days after receipt. College Board will issue refunds within thirty (30) days upon receipt of the returned editions for accounts that have been paid.

Customer agrees to pay any applicable sales, use, value added or other taxes or import duties (other than the College Board's corporate income taxes) based on, or due as a result of, any fees paid to the College Board under this Schedule, unless Customer is exempt from such taxes as the result of Customer's corporate or government status. Customer shall furnish the College Board with a valid tax exemption certificate.

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CollegeBoard **SpringBoard**

2019-2020 California Materials Order Form

To place an order: Return signed order form with purchase order/check to:
FAX: 646-607-2881 OR EMAIL: SpringBoardOrders@collegeboard.org

Questions? Contact the SpringBoard Team 877-999-7723

Step 1. Enter Your Contact Information

School Name	Ocean View Hills School
Contact for Materials	Consuelo Carranza
Contact Email Address:	consuelo.carranza@sysdschools.org
Contact Phone:	(619)428-4476 Ext. 3899
IT Contact Name/Email:	Todd Lewis - todd.lewis@sysdschools.org

Step 2. Materials: Enter quantities and shipping location below

Shipping Information (required information) * Will receive tracking information via email

Location Type	School
Ship Location	San Ysidro School District's Warehouse
Address 1	4350 Otay Mesa Road
Address 2	
City	San Ysidro
State, Zip	CA, 92173

Ship To Contact	Consuelo Carranza
Phone	(619)428-4476 Ext. 3899
Email *	consuelo.carranza@sysdschools.org

Special Delivery Instructions:	

Math National Edition

PRINT EDITIONS	STUDENT EDITIONS				TEACHER EDITIONS			
Title	ISBN	Price	Quantity	Cost	ISBN	Price	Quantity	Cost
Course 1 - 2014©	978-1-4573-0148-3	$17.95	175	$ 3,141.25	978-1-4573-0155-1	$91.00		$ -
Course 2 - 2014©	978-1-4573-0149-0	$17.95		$ -	978-1-4573-0156-8	$91.00		$ -
Course 3 - 2014©	978-1-4573-0150-6	$17.95		$ -	978-1-4573-0157-5	$91.00		$ -
Algebra 1 -2014©	978-1-4573-0151-3	$18.95		$ -	978-1-4573-0158-2	$94.00		$ -
Geometry - 2015©	978-1-4573-0152-0	$19.45		$ -	978-1-4573-0159-9	$98.00		$ -
Algebra 2 - 2015©	978-1-4573-0153-7	$19.45		$ -	978-1-4573-0160-5	$98.00		$ -
Integrated Math I 2017©	978-1-4573-0542-9	$18.95		$ -	978-1-4573-0549-8	$94.00		$ -
Integrated Math II 2017©	978-1-4573-0543-6	$19.45		$ -	978-1-4573-0550-4	$98.00		$ -
Integrated Math III 2017©	978-1-4573-0544-3	$19.45		$ -	978-1-4573-0551-1	$98.00		$ -
Precalculus - 2015©	978-1-4573-0154-4	$19.45		$ -	978-1-4573-0161-2	$98.00		$ -

Strategy Posters	Price	Quantity	Cost
Math Strategy Poster Set (2 Posters)	$8.95		$ -

Math Total	$3,141.25

Step 3. Indicate Payment and Sign Order Form (ORDER WILL NOT BE PROCESSED WITHOUT A SIGNATURE BELOW)

Select Payment Type: PO #

I verify that the information and quantities indicated on this form are accurate and that I am authorized to approve this order on behalf of the district/schools indicated. I understand and accept the terms and conditions outlined in the "Policies" section of this form.

		X	
Print Name	Title	Signature (REQUIRED)	Date

Continue to Page 2 for ELA and ELD Materials

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CollegeBoard SpringBoard

2019-2020 California Materials Order Form

ELA California Edition & ELD

ELA ELD Bundles	*Bundle price includes 1 ELA and 1 ELD Student Edition Teacher Editions must be purchased separately*			
TITLE	ISBN	Price	Quantity	Cost
ELA/ELD Bundle - Grade 6©	2016CAELDGR6SE	$23.35		$ -
ELA/ELD Bundle - Grade 7©	2016CAELDGR7SE	$23.35		$ -
ELA/ELD Bundle - Grade 8©	2016CAELDGR8SE	$23.35		$ -
ELA/ELD Bundle - Grade 9©	2016CAELDGR9SE	$24.85		$ -
ELA/ELD Bundle - Grade 10©	2016CAELDGR10SE	$24.85		$ -
ELA/ELD Bundle - Grade 11©	2016CAELDGR11SE	$24.85		$ -
ELA/ELD Bundle - Grade 12©	2016CAELDGR12SE	$24.85		$ -

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Grade 10 - 2017©	978-1-4573-0466-8	$19.95		$ -	978-1-4573-0473-6	$98.00		$ -
Grade 11 - 2017©	978-1-4573-0467-5	$19.95		$ -	978-1-4573-0474-3	$98.00		$ -
Senior English - 2017©	978-1-4573-0468-2	$19.95		$ -	978-1-4573-0475-0	$98.00		$ -

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ELD - Grade 7 2017©	978-1-4573-0477-4	$12.95		$ -	978-1-4573-0484-2	$92.00		$ -
ELD - Grade 8 2017©	978-1-4573-0478-1	$12.95		$ -	978-1-4573-0485-9	$92.00		$ -
ELD - Grade 9 2017©	978-1-4573-0479-8	$13.25		$ -	978-1-4573-0486-6	$98.00		$ -
ELD - Grade 10 2017©	978-1-4573-0480-4	$13.25		$ -	978-1-4573-0487-3	$98.00		$ -
ELD - Grade 11 2017©	978-1-4573-0481-1	$13.25		$ -	978-1-4573-0488-0	$98.00		$ -
ELD - Senior English 2017©	978-1-4573-0482-8	$13.25		$ -	978-1-4573-0489-7	$98.00		$ -

ELA/ELD Total	$0.00

Continue to Page 3 for Close Reading Workshop, Writing Workshop & ELA Posters

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CollegeBoard SpringBoard

2019-2020 California Materials Order Form

Close Reading Workshop, Writing Workshop & ELA Posters

ELA Close Reading Workshop / Writing Workshop Bundle	*Bundle price includes 1 CRW and 1 WW Student Edition Teacher Editions must be purchased separately*			
TITLE	ISBN	Price	Quantity	Cost
CRW/WW Bundle - Grade 6©	2016CACRWGR6SE	$12.95		$ -
CRW/WW Bundle - Grade 7©	2016CACRWGR7SE	$12.95		$ -
CRW/WW Bundle - Grade 8©	2016CACRWGR8SE	$12.95		$ -
CRW/WW Bundle - Grade 9©	2016CACRWGR9SE	$12.95		$ -
CRW/WW Bundle - Grade 10©	2016CACRWGR10SE	$12.95		$ -
CRW/WW Bundle - Grade 11©	2016CACRWGR11SE	$12.95		$ -
CRW/WW Bundle - Grade 12©	2016CACRWGR12SE	$12.95		$ -

PRINT EDITIONS	STUDENT EDITIONS				TEACHER EDITIONS			
ELA Close Reading Workshop©	ISBN	Price	Quantity	Cost	ISBN	Price	Quantity	Cost
CRW - Grade 6 2017©	978-1-4573-0702-7	$8.99		$ -	978-1-4573-0709-6	$29.99		$ -
CRW - Grade 7 2017©	978-1-4573-0703-4	$8.99		$ -	978-1-4573-0710-2	$29.99		$ -
CRW - Grade 8 2017©	978-1-4573-0704-1	$8.99		$ -	978-1-4573-0711-9	$29.99		$ -
CRW - Grade 9 2017©	978-1-4573-0705-8	$8.99		$ -	978-1-4573-0712-6	$29.99		$ -
CRW - Grade 10 2017©	978-1-4573-0706-5	$8.99		$ -	978-1-4573-0713-3	$29.99		$ -
CRW - Grade 11 2017©	978-1-4573-0707-2	$8.99		$ -	978-1-4573-0714-0	$29.99		$ -
CRW - Grade 12 2017©	978-1-4573-0708-9	$8.99		$ -	978-1-4573-0715-7	$29.99		$ -

ELA Writing Workshop©	ISBN	Price	Quantity	Cost	ISBN	Price	Quantity	Cost
WW - Grade 6 2017©	978-1-4573-0688-4	$9.99		$ -	978-1-4573-0695-2	$29.99		$ -
WW - Grade 7 2017©	978-1-4573-0689-1	$9.99		$ -	978-1-4573-0696-9	$29.99		$ -
WW - Grade 8 2017©	978-1-4573-0690-7	$9.99		$ -	978-1-4573-0697-6	$29.99		$ -
WW - Grade 9 2017©	978-1-4573-0691-4	$9.99		$ -	978-1-4573-0698-3	$29.99		$ -
WW - Grade 10 2017©	978-1-4573-0692-1	$9.99		$ -	978-1-4573-0699-0	$29.99		$ -
WW - Grade 11 2017©	978-1-4573-0693-8	$9.99		$ -	978-1-4573-0700-3	$29.99		$ -
WW - Grade 12 2017©	978-1-4573-0694-5	$9.99		$ -	978-1-4573-0701-0	$29.99		$ -

Strategy Posters	Price	Quantity	Cost
ELA Strategy Poster Set (3 Posters)	$12.95		$ -

ELA Total	$0.00
Math Total	$3,141.25
Shipping (10%)	$314.13
Overall Total	$3,455.38

Continue to Page 4 for Terms and Conditions

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CollegeBoard SpringBoard®

Below are the terms and conditions for your use of SpringBoard®.

By acquiring College Board's SpringBoard® program, you ("Customer" or "You") accept the terms of this Agreement. Should Customer fail to comply with these requirements, the College Board will terminate online access without liability. If Customer subscribes to SpringBoard pursuant to a separate written contract or order form with the College Board ("CRS Agreement"), the terms of the separate written CRS Agreement between the College Board and Customer for SpringBoard supersede the terms contained herein to the extent they conflict with any terms in this Agreement.

SpringBoard® Program Overview. The College Board's SpringBoard Program, a proprietary program that helps prepare 6th through 12th grade students to succeed at college-level work, includes student and teacher editions, a website license to SpringBoard Digital and professional development and coaching services, that feature rigorous standards, instructional resources, and formative assessments in mathematics and English language arts through a web-supported, integrated program (the "SpringBoard Program"). For more details on the SpringBoard Program, see: http://springboardprogram.collegeboard.org/.

License Grant. The following licenses are referred to herein collectively as the "Licenses".

Site License. The College Board hereby grants to Customer a limited, non-exclusive, non-transferable, non-assignable, revocable license during the Term of this Agreement to access and use the SpringBoard website ("SpringBoard Digital") and to allow each of the participating schools (the "Schools") to use SpringBoard Digital in accordance with the terms and conditions governing use of and access to SpringBoard Digital for teachers and for students located at Customer's URL to access SpringBoard Digital ("Site Terms and Conditions"), and to use all content available on SpringBoard Digital in print or otherwise provided to Customer, and the privacy policy for SpringBoard Digital also located at Customer's URL ("Privacy Policy"). Access to SpringBoard Digital is for the sole purpose of improving teaching and learning of students in the grades designated by Customer in mathematics and/or English language arts within the Schools. Unless Customer is ordering SpringBoard "Digital Only", College Board shall provide Customer with one consumable student edition for each license granted for students and one teacher edition for each teacher. College Board shall provide Customer with these consumable editions annually at the start of each school year.

Schools' Compliance with License Terms. Customer shall be responsible for the Schools' compliance with the terms of all Licenses.

Access to SpringBoard. Customer will access SpringBoard Digital via the College Board's website. Customer understands and agrees that there is a risk of interruption to websites. Additionally, the website may be suspended from time to time for administrative purposes, as necessary, including but not limited to, system maintenance. The College Board may change the technical functionality of the website at any time upon notice (where reasonable) to Customer to the extent necessary to address technical and other business needs of the College Board.

Content Revision. The College Board reserves the right to update the content of the SpringBoard Digital and Products, services and deliverables. If significant revisions are made to any Product, furnished under this Agreement then the Customer shall receive the most recent version of the Product. This shall only apply to future years from the revision date of the Product's furnished under this Agreement.

Restrictions on Use. Customer shall not: (a) sell, rent, lease, loan, sublicense, disseminate, assign, reverse engineer, attempt to derive the source code of, transfer or otherwise provide access to third parties, make the website available for use by third parties or use the website for the benefit of any third party; (b) copy, reproduce, modify, adapt, translate or create any derivative works from the website; (c) remove, alter, obscure or tamper with any trademark, copyright or other proprietary markings or notices affixed to or contained within the website; or (d) encourage or permit any user or other third party to engage in any of the foregoing. Customer shall be responsible for ensuring that all students and teachers comply with the terms of this Schedule. If Customer violates any of the provisions hereof, the College Board shall have the right to terminate your right to use of SpringBoard Digital, without waiver of any other remedy, whether legal or equitable.

Service Providers. The College Board maintains a relationship with and has agreements with certain vendors ("Service Provider(s)") for access to some of the services and tools offered through SpringBoard Digital. Customer acknowledges and agrees that the information that is uploaded to SpringBoard Digital will be accessible to the applicable Service Provider for the sole purpose of providing those services to Customer. Please be aware that any information supplied to Service Provider is subject to their security and privacy policies. The College Board encourages Customer to read the policies of Service Provider, because their privacy practices may differ from the College Board's practices.

Customer Obligations. Customer shall provide certain information on the participating students in the Schools for the SpringBoard Program ("Registration Information"). Unless the College Board otherwise directs, the Registration Information shall include each student's username, password, and first and last name. At no additional cost to Customer, Customer may use a third party to upload and manage the Registration Information for students participating in the SpringBoard Program. Such third parties, include, without limitation, Zink Reading Labs, Turnitin, Desmos and Clever. Customer may also choose to manually update the Registration Information directly on the SpringBoard Site.

Customer shall comply with the Family Educational Rights and Privacy Act, 20 U.S.C. s. 1232g, and its implementing regulations, 34 C.F.R. pt. 99 ("FERPA") in connection with the SpringBoard Program. Customer shall obtain any and all consents necessary for students to participate in the SpringBoard Program, and Customer shall include in its annual notification of rights under FERPA criteria that support the designation of the College Board and its employees as school officials with legitimate educational interests. Customer authorizes the College Board to use personally identifiable, non-directory information to conduct studies with the purpose of improving instruction for the SpringBoard Program, in accordance with 34 C.F.R. 99.31(a)(6)(i).

Customer Representations Customer has designated as "directory information" for purposes of FERPA, a student's name, the most recent educational agency or institution attended, and the other items specifically identified as directory information in 34 C.F.R. 99.3. To the extent the Registration Information includes only such directory information, the College Board may redisclose the Registration Information in accordance with the Privacy Policy without the consent of the parent or student eighteen (18) years of age or older.

To the extent that the Registration Information or other personally identifiable information from education records of students disclosed by Customer to the College Board includes information other than directory information, for purposes of FERPA the College Board and its employees and independent contractors are "school officials" whom Customer has determined to have "legitimate educational interests", and Customer may disclose such non-directory information to the College Board consistent with FERPA and other applicable law and policy.

Customer has a policy on acceptable use of computer equipment and services by teachers, other staff, and students that is at least as rigorous as the Site Terms and Conditions. The Site Terms and Conditions are consistent with and sufficient under Customer's computer use and other relevant policies.

Customer has a policy on confidentiality of student records consistent with and sufficient under FERPA. The Privacy Policy is consistent with and sufficient under Customer's FERPA and other relevant policies.

Customer represents and warrants that it is empowered under applicable state laws to enter into and perform this Agreement and it has caused this Agreement to be duly authorized, executed and delivered.

You represent and warrant that you have obtained any consent that You require from, for example, Your management, superintendent, district, Your school and any third parties to the extent consent is necessary to authorize You to enter into this Agreement.

General Disclaimer. THE COLLEGE BOARD HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

Limitation of Liability. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE COLLEGE BOARD AND ITS' AFFILIATES FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE WORK PERFORMED BY THE COLLEGE BOARD PURSUANT TO THIS AGREEMENT FROM ANY CAUSE OR CAUSES, INCLUDED BUT NOT LIMITED TO THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR WARRANTY EXPRESS OR IMPLIED OF THE COLLEGE BOARD OR ITS' AFFILIATES, SHALL NOT EXCEED THE ACTUAL AMOUNT PAID TO THE COLLEGE BOARD UNDER THIS AGREEMENT FOR THE SPECIFIC DELIVERABLE SUBJECT TO THE DAMAGES CLAIM. IN NO EVENT WILL THE COLLEGE BOARD AND ITS AFFILIATES HAVE ANY LIABILITY TO PURCHASER IN CONNECTION WITH THIS AGREEMENT FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTIAL, SPECIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM OR THEORY OF LIABILITY. TO THE EXTENT ALLOWED BY LAW, PURCHASER WILL INDEMNIFY, DEFEND AND HOLD HARMLESS, THE COLLEGE BOARD AGAINST THIRD PARTY CLAIMS THAT ARISE AS A RESULT OF THE BREACH OF THIS AGREEMENT BY CUSTOMER

Ownership of Intellectual Property. Customer agrees and acknowledges that all intellectual property provided under or pertaining to this Agreement, including, but not limited to, any College Board publications, College Board website(s), CD-ROMS, videos, examinations and all Forms contained therein, including all copies thereof, all data and any parts thereof, all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights are the sole and exclusive property of the College Board. Nothing in this Agreement should be interpreted to indicate that the College Board is passing its proprietary rights in and to the College Board Intellectual Property to the Customer.

Confidentiality. All information exchanged hereunder to which either party shall have access in connection with this Agreement, including the terms of this Agreement, is confidential ("Confidential Information"), and except as otherwise expressly provided in this Agreement, neither party will authorize or permit the other party's Confidential Information to be conveyed or in any manner communicated to or made available to any third party or to be physically duplicated or reproduced or used by or for the benefit of any third party, in whole or in part; provided, however, that Confidential Information shall exclude any data or information that: (a) is publicly disclosed or expressly approved for public disclosure by the act of an authorized agent of either party; (b) becomes publicly known without breach of any confidentiality obligation; or (c) is required to be disclosed pursuant to any applicable law or regulation, government authority or duly authorized subpoena or court order, provided that the disclosing party in such event shall provide the other party with notice of such requirement as soon as practicable after such

Data Protection. The College Board shall take actions to ensure the security and confidentiality of Confidential Information. The College Board assures Customer that the College Board employs security controls designed to secure and protect personally identifiable information in a manner consistent with industry standards. The College Board shall maintain the Registration Information (defined in Section 3.1) that may be obtained pursuant to this Agreement in a secure computer environment and not copy, reproduce or transmit such data except as necessary to fulfill the purpose of the original request.

The College Board has security measures in place designed to help protect against loss, misuse and alteration of the data under the College Board's control. College Board shall develop, implement, maintain and use reasonably appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all stored, managed, retained,

Security Measures. To ensure the security and confidentiality of confidential records the College Board shall designate an employee responsible for the training and compliance of all College Board employees, agents, and assigns on compliance with security and confidentiality provisions detailed in this Agreement. The College Board warrants that the confidentiality requirements and security measures identified in the Agreement will be governed by contract to any and all subcontractors used by College Board, if any, to execute the terms of the Agreement. The College Board will use appropriate and reliable storage media, regularly backup student records and retain such backup copies for the duration of the Agreement and as defined by the College Board. The Customer acknowledges that College Board utilizes cloud hosting service providers throughout its infrastructure. The College Board warrants that all student records will be stored in the United States where technically feasible and reasonable as determined solely by College Board. Customer acknowledges that in some cases the College Board may not be able to restrict the location of data due to limitations within the cloud hosting service provider capabilities.

Notice. In the event of an unauthorized disclosure of student records the Customer and College Board agree to notify the other party, fully investigate the incident and fully cooperate with any investigation of the incident, implement remedial measures and respond in a timely manner. Such notification shall be promptly performed as information becomes available but not greater than 30 calendar days immediately upon becoming aware of: (1) a confirmed compromise of student records, or of (2) circumstances that could have reasonably resulted in an unauthorized access to or disclosure of student records. Both Customer and College Board acknowledge that in the event of an unauthorized disclosure computer forensics teams may require many days, weeks or even months to fully ascertain the details surrounding the disclosure which may delay prompt notification within the 30 calendar day requirement.

Such information is available, Customer shall notify the parent or adult student of: (1) the nature of the unauthorized use or disclosure (e.g., security breach, nonconsensual re-disclosure, etc.); (2) the specific student records that were used or disclosed without authorization where possible; (3) what College Board and Customer have done or will do to mitigate any effects of the unauthorized use or disclosure; and (4) what corrective action College Board and Customer have taken or will take to prevent future occurrences. Except as otherwise required by law, College Board will not provide notice of the incident directly to the parent or adult student whose student records were involved, regulatory agencies, or other entities, without prior written permission from Customer.

Use of Cookies. A cookie is a small text file placed on your computer's hard drive when you visit a website. The cookie gives you a unique, random ID, and this ID enables our website(s) to readily recognize each user on a subsequent visit to the site(s). For example, a cookie may indicate the preferences you selected on a prior visit. This facilitates more efficient browsing on subsequent visits, by using your preferences to customize the content and/or layout of our site(s). The College Board may use cookies in this fashion. Visitors are free to set their Web browsers to prevent the acceptance of cookies. However, subscribers of SpringBoard Digital must enable cookies to access certain areas. Be aware that the College Board website cookies do not contain personally identifiable information. Some Service Providers use cookies on College Board site(s). The College Board has no access to or control over these cookies. This privacy statement covers the use of cookies by the College Board website(s) only and does not cover the use of cookies by any third-party providers.

Proprietary Rights. The College Board and its Service Providers have expended substantial time, effort, and funds to create the website(s) and SpringBoard Digital. Customer acknowledges and agrees that the College Board or College Board affiliates exclusively own the copyright to (or have been granted licenses by third parties to use) all rights, title, and interest in SpringBoard Digital and the information, data, databases, images, sound recordings, audio and visual clips, and other content (collectively, "Content") provided by the website(s). Certain materials specifically designated as belonging to another party are not owned by the College Board. No copyrighted material or other Content may be performed, distributed, downloaded, uploaded, modified, reused, reproduced, reposted, retransmitted, disseminated, sold, published, broadcast or circulated or otherwise used in any way whatsoever except as expressly stated either in such materials or in this Schedule without express written permission of the College Board or permission of the copyright owner. Any modification of the Content, or any portion thereof, or use of the Content for any other purpose constitutes an infringement of the College Board's copyrights and other proprietary rights. Use of the Content on any other website (including, without limitation, internal websites and social media sites) or other networked computer environment is prohibited without prior written permission from the College Board. **Customer agrees not to reproduce, duplicate, copy, sell, resell, or exploit for any commercial purposes any portion of the SpringBoard Program, use of the SpringBoard Program, or access to the SpringBoard Program.**

Customer agrees and acknowledges that Workshops and Products, including, but not limited to, training notes, and materials and booklets provided to participants, including all copies thereof, are the sole and exclusive property of the College Board. Copying, disseminating or posting any SpringBoard Program material on Customer's internal or any external website, including social media sites, or creating and sharing derivative works of the materials is a breach of Customer's agreement with the College Board and the College Board's Intellectual property rights. Customer may solely use the Products described herein for the professional development and coaching services provided by the College Board in connection with Workshop participants' knowledge and use of the SpringBoard Program.

Except for the license expressly granted herein, Customer shall have no rights to or other interests in SpringBoard Digital, materials or Content. The College Board reserves all rights not explicitly granted to Customer under this Schedule.

Customer agrees that it shall not post any SpringBoard Program material on Customer's internal or any external website, and shall advise all SpringBoard Program teachers and students that posting any such material, including answers to any questions on SpringBoard Digital or in SpringBoard student or teacher editions is a violation of the College Board's copyright. Customer agrees that it shall not offer for resale, and shall advise its teachers and administers not to offer

Force Majeure. Either party may be excused from performance of an obligation under this Agreement in the event that performance of that obligation by such party is prevented by an act of God, act of war, terrorism, riot, fire, explosion, flood or other circumstance that is beyond the control of, and could not reasonably be avoided by, such party.

Payment. This Agreement supersedes any conflicting terms and conditions contained in Customer's purchase order. Customer shall pay all shipping charges including any additional fees for expedited shipping requested by Customer. Customer may return or exchange, at Customer's expense, consumable editions which are in new condition and have not yet been used up to thirty (30) days after receipt. College Board will issue refunds within thirty (30) days upon receipt of the returned editions for accounts that have been paid.

Customer agrees to pay any applicable sales, use, value added or other taxes or import duties (other than the College Board's corporate income taxes) based on, or due as a result of, any fees paid to the College Board under this Schedule, unless Customer is exempt from such taxes as the result of Customer's corporate or government status. Customer shall furnish the College Board with a valid tax exemption certificate.

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CollegeBoard **SpringBoard**

2019-2020 California Materials Order Form

To place an order: Return signed order form with purchase order/check to:
FAX: 646-607-2881 OR EMAIL: SpringBoardOrders@collegeboard.org

Questions? Contact the SpringBoard Team 877-999-7723

Step 1. Enter Your Contact Information

School Name	Smythe Elementary
Contact for Materials	Russell Little
Contact Email Address:	russell.little@sysdschools.org
Contact Phone:	(619)428-4476 Ext. 3599
IT Contact Name/Email:	Todd Lewis - todd.lewis@sysdschools.org

Step 2. Materials: Enter quantities and shipping location below

Shipping Information (required information) * Will receive tracking information via email

Location Type	School
Ship Location	San Ysidro School District's Warehouse
Address 1	4350 Otay Mesa Road
Address 2	
City	San Ysidro
State, Zip	CA, 92173

Ship To Contact	Russell Little
Phone	(619)428-4476 Ext. 3599
Email *	russell.little@sysdschools.org

Special Delivery Instructions:	

Math National Edition

PRINT EDITIONS	STUDENT EDITIONS				TEACHER EDITIONS			
Title	ISBN	Price	Quantity	Cost	ISBN	Price	Quantity	Cost
Course 1 - 2014©	978-1-4573-0148-3	$17.95	115	$ 2,064.25	978-1-4573-0155-1	$91.00		$ -
Course 2 - 2014©	978-1-4573-0149-0	$17.95		$ -	978-1-4573-0156-8	$91.00		$ -
Course 3 - 2014©	978-1-4573-0150-6	$17.95		$ -	978-1-4573-0157-5	$91.00		$ -
Algebra 1 -2014©	978-1-4573-0151-3	$18.95		$ -	978-1-4573-0158-2	$94.00		$ -
Geometry - 2015©	978-1-4573-0152-0	$19.45		$ -	978-1-4573-0159-9	$98.00		$ -
Algebra 2 - 2015©	978-1-4573-0153-7	$19.45		$ -	978-1-4573-0160-5	$98.00		$ -
Integrated Math I 2017©	978-1-4573-0542-9	$18.95		$ -	978-1-4573-0549-8	$94.00		$ -
Integrated Math II 2017©	978-1-4573-0543-6	$19.45		$ -	978-1-4573-0550-4	$98.00		$ -
Integrated Math III 2017©	978-1-4573-0544-3	$19.45		$ -	978-1-4573-0551-1	$98.00		$ -
Precalculus - 2015©	978-1-4573-0154-4	$19.45		$ -	978-1-4573-0161-2	$98.00		$ -

Strategy Posters	Price	Quantity	Cost
Math Strategy Poster Set (2 Posters)	$8.95		$ -

Math Total	$2,064.25

Step 3. Indicate Payment and Sign Order Form (ORDER WILL NOT BE PROCESSED WITHOUT A SIGNATURE BELOW)

Select Payment Type: ▼ PO # _____

I verify that the information and quantities indicated on this form are accurate and that I am authorized to approve this order on behalf of the district/schools indicated. I understand and accept the terms and conditions outlined in the "Policies" section of this form.

		X _____	
Print Name	Title	Signature (REQUIRED)	Date

Continue to Page 2 for ELA and ELD Materials

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CollegeBoard SpringBoard

2019-2020 California Materials Order Form

ELA California Edition & ELD

ELA ELD Bundles	*Bundle price includes 1 ELA and 1 ELD Student Edition Teacher Editions must be purchased separately*			
TITLE	ISBN	Price	Quantity	Cost
ELA/ELD Bundle - Grade 6©	2016CAELDGR6SE	$23.35		$ -
ELA/ELD Bundle - Grade 7©	2016CAELDGR7SE	$23.35		$ -
ELA/ELD Bundle - Grade 8©	2016CAELDGR8SE	$23.35		$ -
ELA/ELD Bundle - Grade 9©	2016CAELDGR9SE	$24.85		$ -
ELA/ELD Bundle - Grade 10©	2016CAELDGR10SE	$24.85		$ -
ELA/ELD Bundle - Grade 11©	2016CAELDGR11SE	$24.85		$ -
ELA/ELD Bundle - Grade 12©	2016CAELDGR12SE	$24.85		$ -

PRINT EDITIONS	STUDENT EDITIONS				TEACHER EDITIONS			
ELA California Edition	ISBN	Price	Quantity	Cost	ISBN	Price	Quantity	Cost
Grade 6 - 2017©	978-1-4573-0462-0	$19.25		$ -	978-1-4573-0469-9	$92.00		$ -
Grade 7 - 2017©	978-1-4573-0463-7	$19.25		$ -	978-1-4573-0470-5	$92.00		$ -
Grade 8 - 2017 ©	978-1-4573-0464-4	$19.25		$ -	978-1-4573-0471-2	$92.00		$ -
Grade 9 - 2017©	978-1-4573-0465-1	$19.95		$ -	978-1-4573-0472-9	$98.00		$ -
Grade 10 - 2017©	978-1-4573-0466-8	$19.95		$ -	978-1-4573-0473-6	$98.00		$ -
Grade 11 - 2017©	978-1-4573-0467-5	$19.95		$ -	978-1-4573-0474-3	$98.00		$ -
Senior English - 2017©	978-1-4573-0468-2	$19.95		$ -	978-1-4573-0475-0	$98.00		$ -

ELD©	ISBN	Price	Quantity	Cost	ISBN	Price	Quantity	Cost
ELD - Grade 6 2017©	978-1-4573-0476-7	$12.95		$ -	978-1-4573-0483-5	$92.00		$ -
ELD - Grade 7 2017©	978-1-4573-0477-4	$12.95		$ -	978-1-4573-0484-2	$92.00		$ -
ELD - Grade 8 2017©	978-1-4573-0478-1	$12.95		$ -	978-1-4573-0485-9	$92.00		$ -
ELD - Grade 9 2017©	978-1-4573-0479-8	$13.25		$ -	978-1-4573-0486-6	$98.00		$ -
ELD - Grade 10 2017©	978-1-4573-0480-4	$13.25		$ -	978-1-4573-0487-3	$98.00		$ -
ELD - Grade 11 2017©	978-1-4573-0481-1	$13.25		$ -	978-1-4573-0488-0	$98.00		$ -
ELD - Senior English 2017©	978-1-4573-0482-8	$13.25		$ -	978-1-4573-0489-7	$98.00		$ -

ELA/ELD Total	$0.00

Continue to Page 3 for Close Reading Workshop, Writing Workshop & ELA Posters

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CollegeBoard SpringBoard

2019-2020 California Materials Order Form

Close Reading Workshop, Writing Workshop & ELA Posters

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CRW/WW Bundle - Grade 8©	2016CACRWGR8SE	$12.95		$ -
CRW/WW Bundle - Grade 9©	2016CACRWGR9SE	$12.95		$ -
CRW/WW Bundle - Grade 10©	2016CACRWGR10SE	$12.95		$ -
CRW/WW Bundle - Grade 11©	2016CACRWGR11SE	$12.95		$ -
CRW/WW Bundle - Grade 12©	2016CACRWGR12SE	$12.95		$ -

PRINT EDITIONS	STUDENT EDITIONS				TEACHER EDITIONS			
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CRW - Grade 7 2017©	978-1-4573-0703-4	$8.99		$ -	978-1-4573-0710-2	$29.99		$ -
CRW - Grade 8 2017©	978-1-4573-0704-1	$8.99		$ -	978-1-4573-0711-9	$29.99		$ -
CRW - Grade 9 2017©	978-1-4573-0705-8	$8.99		$ -	978-1-4573-0712-6	$29.99		$ -
CRW - Grade 10 2017©	978-1-4573-0706-5	$8.99		$ -	978-1-4573-0713-3	$29.99		$ -
CRW - Grade 11 2017©	978-1-4573-0707-2	$8.99		$ -	978-1-4573-0714-0	$29.99		$ -
CRW - Grade 12 2017©	978-1-4573-0708-9	$8.99		$ -	978-1-4573-0715-7	$29.99		$ -

ELA Writing Workshop©	ISBN	Price	Quantity	Cost	ISBN	Price	Quantity	Cost
WW - Grade 6 2017©	978-1-4573-0688-4	$9.99		$ -	978-1-4573-0695-2	$29.99		$ -
WW - Grade 7 2017©	978-1-4573-0689-1	$9.99		$ -	978-1-4573-0696-9	$29.99		$ -
WW - Grade 8 2017©	978-1-4573-0690-7	$9.99		$ -	978-1-4573-0697-6	$29.99		$ -
WW - Grade 9 2017©	978-1-4573-0691-4	$9.99		$ -	978-1-4573-0698-3	$29.99		$ -
WW - Grade 10 2017©	978-1-4573-0692-1	$9.99		$ -	978-1-4573-0699-0	$29.99		$ -
WW - Grade 11 2017©	978-1-4573-0693-8	$9.99		$ -	978-1-4573-0700-3	$29.99		$ -
WW - Grade 12 2017©	978-1-4573-0694-5	$9.99		$ -	978-1-4573-0701-0	$29.99		$ -

Strategy Posters	Price	Quantity	Cost
ELA Strategy Poster Set (3 Posters)	$12.95		$ -

ELA Total	$0.00
Math Total	$2,064.25
Shipping (10%)	$206.43
Overall Total	$2,270.68

Continue to Page 4 for Terms and Conditions

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CollegeBoard SpringBoard®

Below are the terms and conditions for your use of SpringBoard®.

By acquiring College Board's SpringBoard® program, you ("Customer" or "You") accept the terms of this Agreement. Should Customer fail to comply with these requirements, the College Board will terminate online access without liability. If Customer subscribes to SpringBoard pursuant to a separate written contract or order form with the College Board ("CRS Agreement"), the terms of the separate written CRS Agreement between the College Board and Customer for SpringBoard supersede the terms contained herein to the extent they conflict with any terms in this Agreement.

SpringBoard® Program Overview. The College Board's SpringBoard Program, a proprietary program that helps prepare 6th through 12th grade students to succeed at college-level work, includes student and teacher editions, a website license to SpringBoard Digital and professional development and coaching services, that feature rigorous standards, instructional resources, and formative assessments in mathematics and English language arts through a web-supported, integrated program (the "SpringBoard Program"). For more details on the SpringBoard Program, see: http://springboardprogram.collegeboard.org/.

License Grant. The following licenses are referred to herein collectively as the "Licenses".

Site License. The College Board hereby grants to Customer a limited, non-exclusive, non-transferable, non-assignable, revocable license during the Term of this Agreement to access and use the SpringBoard website ("SpringBoard Digital") and to allow each of the participating schools (the "Schools") to use SpringBoard Digital in accordance with the terms and conditions governing use of and access to SpringBoard Digital for teachers and for students located at Customer's URL to access SpringBoard Digital ("Site Terms and Conditions"), and to use all content available on SpringBoard Digital in print or otherwise provided to Customer, and the privacy policy for SpringBoard Digital also located at Customer's URL ("Privacy Policy"). Access to SpringBoard Digital is for the sole purpose of improving teaching and learning of students in the grades designated by Customer in mathematics and/or English language arts within the Schools. Unless Customer is ordering SpringBoard "Digital Only", College Board shall provide Customer with one consumable student edition for each license granted for students and one teacher edition for each teacher. College Board shall provide Customer with these consumable editions annually at the start of each school year.

Schools' Compliance with License Terms. Customer shall be responsible for the Schools' compliance with the terms of all Licenses.

Access to SpringBoard. Customer will access SpringBoard Digital via the College Board's website. Customer understands and agrees that there is a risk of interruption to websites. Additionally, the website may be suspended from time to time for administrative purposes, as necessary, including but not limited to, system maintenance. The College Board may change the technical functionality of the website at any time upon notice (where reasonable) to Customer to the extent necessary to address technical and other business needs of the College Board.

Content Revision. The College Board reserves the right to update the content of the SpringBoard Digital and Products, services and deliverables. If significant revisions are made to any Product, furnished under this Agreement then the Customer shall receive the most recent version of such Product. This shall only apply to future years from the revision date of the Product's furnished under this Agreement.

Restrictions on Use. Customer shall not: (a) sell, rent, lease, loan, sublicense, disseminate, assign, reverse engineer, attempt to derive the source code of, transfer or otherwise provide access to third parties, make the website available for use by third parties or use the website for the benefit of any third party; (b) copy, reproduce, modify, adapt, translate or create any derivative works from the website; (c) remove, alter, obscure or tamper with any trademark, copyright or other proprietary markings or notices affixed to or contained within the website; or (d) encourage or permit any user or other third party to engage in any of the foregoing. Customer shall be responsible for ensuring that all students and teachers comply with the terms of this Schedule. If Customer violates any of the provisions hereof, the College Board shall have the right to terminate your right to use of SpringBoard Digital, without waiver of any other remedy, whether legal or equitable.

Service Providers. The College Board maintains a relationship with and has agreements with certain vendors ("Service Provider(s)") for access to some of the services and tools offered through SpringBoard Digital. Customer acknowledges and agrees that the information that is uploaded to SpringBoard Digital will be accessible to the applicable Service Provider for the sole purpose of providing those services to Customer. Please be aware that any information supplied to Service Provider is subject to their security and privacy policies. The College Board encourages Customer to read the policies of Service Provider, because their privacy practices may differ from the College Board's practices.

Customer Obligations. Customer shall provide certain information on the participating students in the Schools for the SpringBoard Program ("Registration Information"). Unless the College Board otherwise directs, the Registration Information shall include each student's username, password, and first and last name. At no additional cost to Customer, Customer may use a third party to upload and manage the Registration Information for students participating in the SpringBoard Program. Such third parties, include, without limitation, Zink Reading Labs, Turnitin, Desmos and Clever. Customer may also choose to manually update the Registration Information directly on the SpringBoard Site.

Customer shall comply with the Family Educational Rights and Privacy Act, 20 U.S.C. s. 1232g, and its implementing regulations, 34 C.F.R. pt. 99 ("FERPA") in connection with the SpringBoard Program. Customer shall obtain any and all consents necessary for students to participate in the SpringBoard Program, and Customer shall include in its annual notification of rights under FERPA criteria that support the designation of the College Board and its employees as school officials with legitimate educational interests. Customer authorizes the College Board to use personally identifiable, non-directory information to conduct studies with the purpose of improving instruction for the SpringBoard Program in accordance with 34 C.F.R. 99.31(a)(6)(i).

Customer Representations Customer has designated as "directory information" for purposes of FERPA, a student's name, the most recent educational agency or institution attended, and the other items specifically identified as directory information in 34 C.F.R. 99.3. To the extent the Registration Information includes only such directory information, the College Board may redisclose the Registration Information in accordance with the Privacy Policy without the consent of the parent or student eighteen (18) years of age or older.

To the extent that the Registration Information or other personally identifiable information from education records of students disclosed by Customer to the College Board includes information other than directory information, for purposes of FERPA the College Board and its employees and independent contractors are "school officials" whom Customer has determined to have "legitimate educational interests", and Customer may disclose such non-directory information to the College Board consistent with FERPA and other applicable law and policy.

Customer has a policy on acceptable use of computer equipment and services by teachers, other staff, and students that is at least as rigorous as the Site Terms and Conditions. The Site Terms and Conditions are consistent with and sufficient under Customer's computer use and other relevant policies.

Customer has a policy on confidentiality of student records consistent with and sufficient under FERPA. The Privacy Policy is consistent with and sufficient under Customer's FERPA and other relevant policies.

Customer represents and warrants that it is empowered under applicable state laws to enter into and perform this Agreement and it has caused this Agreement to be duly authorized, executed and delivered.

You represent and warrant that you have obtained any consent that You require from, for example, Your management, superintendent, district, Your school and any third parties to the extent consent is necessary to authorize You to enter into this Agreement.

General Disclaimer. THE COLLEGE BOARD HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

Limitation of Liability. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE COLLEGE BOARD AND ITS' AFFILIATES FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE WORK PERFORMED BY THE COLLEGE BOARD PURSUANT TO THIS AGREEMENT FROM ANY CAUSE OR CAUSES, INCLUDED BUT NOT LIMITED TO THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR WARRANTY EXPRESS OR IMPLIED OF THE COLLEGE BOARD OR ITS' AFFILIATES, SHALL NOT EXCEED THE ACTUAL AMOUNT PAID TO THE COLLEGE BOARD UNDER THIS AGREEMENT FOR THE SPECIFIC DELIVERABLE SUBJECT TO THE DAMAGES CLAIM. IN NO EVENT WILL THE COLLEGE BOARD AND ITS AFFILIATES HAVE ANY LIABILITY TO PURCHASER IN CONNECTION WITH THIS AGREEMENT FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTIAL, SPECIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM OR THEORY OF LIABILITY. TO THE EXTENT ALLOWED BY LAW, PURCHASER WILL INDEMNIFY, DEFEND AND HOLD HARMLESS, THE COLLEGE BOARD AGAINST THIRD PARTY CLAIMS THAT ARISE AS A RESULT OF THE BREACH OF THIS AGREEMENT BY CUSTOMER

Ownership of Intellectual Property. Customer agrees and acknowledges that all intellectual property provided under or pertaining to this Agreement, including, but not limited to, any College Board publications, College Board website(s), CD-ROMS, videos, examinations and all forms contained therein, including all copies thereof, all data and any parts thereof, all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights are the sole and exclusive property of the College Board. Nothing in this Agreement should be interpreted to indicate that the College Board is passing its proprietary rights in and to the College Board Intellectual Property to the Customer.

Confidentiality. All information exchanged hereunder to which either party shall have access in connection with this Agreement, including the terms of this Agreement, is confidential ("Confidential Information"), and except as otherwise expressly provided in this Agreement, neither party will authorize or permit the other party's Confidential Information to be conveyed or in any manner communicated to or made available to any third party or to be physically duplicated or reproduced or used by or for the benefit of any third party, in whole or in part; provided, however, that Confidential Information shall exclude any data or information that: (a) is publicly disclosed or expressly approved for public disclosure by the act of an authorized agent of either party; (b) becomes publicly known without breach of any confidentiality obligation; or (c) is required to be disclosed pursuant to any applicable law or regulation, government authority or duly authorized subpoena or court order, provided that the disclosing party in such event shall provide the other party with notice of such requirement as soon as practicable after such

Data Protection. The College Board shall take actions to ensure the security and confidentiality of Confidential Information. The College Board assures Customer that the College Board employs security controls designed to secure and protect personally identifiable information in a manner consistent with industry standards. The College Board shall maintain the Registration Information (defined in Section 3.1) that may be obtained pursuant to this Agreement in a secure computer environment and not copy, reproduce or transmit such data except as necessary to fulfill the purpose of the original request.

The College Board has security measures in place designed to help protect against loss, misuse and alteration of the data under the College Board's control. College Board shall develop, implement, maintain and use reasonably appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all stored, managed, retained,

Security Measures. To ensure the security and confidentiality of confidential records the College Board shall designate an employee responsible for the training and compliance of all College Board employees, agents, and assigns on compliance with security and confidentiality provisions detailed in this Agreement. The College Board warrants that the confidentiality requirements and security measures identified in the Agreement will be extended by contract to any and all subcontractors used by College Board, if any, to execute the terms of the Agreement. The College Board will use appropriate and reliable storage media, regularly backup student records and retain such backup copies for the duration of the Agreement and as defined by the College Board. The Customer acknowledges that College Board utilizes cloud hosting service providers throughout its infrastructure. The College Board warrants that all student records will be stored in the United States where technically feasible and reasonable as determined solely by College Board. Customer acknowledges that in some cases the College Board may not be able to restrict the location of data due to limitations within the cloud hosting service provider capabilities.

Notice. In the event of an unauthorized disclosure of student records the Customer and College Board agree to notify the other party, fully investigate the incident and fully cooperate with any investigation of the incident, implement remedial measures and respond in a timely manner. Such notification shall be promptly performed as information becomes available but not greater than 30 calendar days immediately upon becoming aware of: (1) a confirmed compromise of student records, or of (2) circumstances that could have reasonably resulted in an unauthorized access to or disclosure of student records. Both Customer and College Board acknowledge that in event of an unauthorized disclosure computer forensics teams may require many days, weeks or even months to fully ascertain the details surrounding the disclosure which may delay prompt notification within the 30 calendar day requirement.

Where information is available, Customer shall notify the parent or adult student of: (1) the nature of the unauthorized use or disclosure (e.g., security breach, nonconsensual re-disclosure, etc.); (2) the specific student records that were used or disclosed without authorization where possible; (3) what College Board and Customer have done or will do to mitigate any effects of the unauthorized use or disclosure; and (4) what corrective action College Board and Customer have taken or will take to prevent future occurrences. Except as otherwise required by law, College Board will not provide notice of the incident directly to the parent or adult student whose student records were involved, regulatory agencies, or other entities, without prior written permission from Customer.

Use of Cookies. A cookie is a small text file placed on your computer's hard drive when you visit a website. The cookie gives you a unique, random ID, and this ID enables our website(s) to readily recognize each user on a subsequent visit to the site(s). For example, a cookie may indicate the preferences you selected on a prior visit. This facilitates more efficient browsing on subsequent visits, by using your preferences to customize the content and/or layout of our site(s). The College Board may use cookies in this fashion. Visitors are free to set their Web browsers to prevent the acceptance of cookies. However, subscribers of SpringBoard Digital must enable cookies to access certain areas. Be aware that the College Board website cookies do not contain personally identifiable information. Some Service Providers use cookies on College Board site(s). The College Board has no access to or control over these cookies. This privacy statement covers the use of cookies by the College Board website(s) only and does not cover the use of cookies by any third-party providers.

Proprietary Rights. The College Board and its Service Providers have expended substantial time, effort, and funds to create the website(s) and SpringBoard Digital. Customer acknowledges and agrees that the College Board or College Board affiliates exclusively own the copyright to (or have been granted licenses by third parties to use) all rights, title, and interest in SpringBoard Digital and the information, data, databases, images, sound recordings, audio and visual clips, and other content (collectively, "Content") provided by the website(s). Certain materials specifically designated as belonging to another party are not owned by the College Board. No copyrighted material or other Content may be performed, distributed, downloaded, uploaded, modified, reused, reproduced, reposted, retransmitted, disseminated, sold, published, broadcast or circulated or otherwise used in any way whatsoever except as expressly stated either in such materials or in this Schedule without express written permission of the College Board or permission of the copyright owner. Any modification of the Content, or any portion thereof, or use of the Content for any other purpose constitutes an infringement of the College Board's copyrights and other proprietary rights. Use of the Content on any other website (including, without limitation, internal websites and social media sites) or other networked computer environment is prohibited without prior written permission from the College Board. **Customer agrees not to reproduce, duplicate, copy, sell, resell, or exploit for any commercial purposes any portion of the SpringBoard Program, use of the SpringBoard Program, or access to the SpringBoard Program.**

Customer agrees and acknowledges that Workshops and Products, including, but not limited to, training notes, and materials and booklets provided to participants, including all copies thereof, are the sole and exclusive property of the College Board. Copying, disseminating or posting any SpringBoard Program material on Customer's internal or any external website, including social media sites, or creating and sharing derivative works of the materials is a breach of Customer's agreement with the College Board and the College Board's intellectual property rights. Customer may solely use the Products described herein for the professional development and coaching services provided by the College Board in connection with Workshop participants' knowledge and use of the SpringBoard Program.

Except for the license expressly granted herein, Customer shall have no rights to or other interests in SpringBoard Digital, materials or Content. The College Board reserves all rights not explicitly granted to Customer under this Schedule.

Customer agrees that it shall not post any SpringBoard Program material on Customer's internal or any external website, and shall advise all SpringBoard Program teachers and students that posting any such material, including answers to any questions on SpringBoard Digital or in SpringBoard student or teacher editions is a violation of the College Board's copyright. Customer agrees that it shall not offer for resale, and shall advise its teachers and administers not to offer

Force Majeure. Either party may be excused from performance of an obligation under this Agreement in the event that performance of that obligation by such party is prevented by an act of God, act of war, terrorism, riot, fire, explosion, flood or other circumstance that is beyond the control of, and could not reasonably be avoided by, such party.

Payment. This Agreement supersedes any conflicting terms and conditions contained in Customer's purchase order. Customer shall pay all shipping charges including any additional fees for expedited shipping requested by Customer. Customer may return or exchange, at Customer's expense, consumable editions which are in new condition and have not yet been used up to thirty (30) days after receipt. College Board will issue refunds within thirty (30) days upon receipt of the returned editions for accounts that have been paid.

Customer agrees to pay any applicable sales, use, value added or other taxes or import duties (other than the College Board's corporate income taxes) based on, or due as a result of, any fees paid to the College Board under this Schedule, unless Customer is exempt from such taxes as the result of Customer's corporate or government status. Customer shall furnish the College Board with a valid tax exemption certificate.

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CollegeBoard **SpringBoard**

2019-2020 California Materials Order Form

To place an order: Return signed order form with purchase order/check to:
FAX: 646-607-2881 OR EMAIL: SpringBoardOrders@collegeboard.org

Questions? Contact the SpringBoard Team 877-999-7723

Step 1. Enter Your Contact Information

School Name	Sunset Elememtary
Contact for Materials	Efrain Burciaga
Contact Email Address:	efrain.burciaga@sysdschools.org
Contact Phone:	(619)428-4476 Ext. 3699
IT Contact Name/Email:	Todd Lewis - todd.lewis@sysdschools.org

Step 2. Materials: Enter quantities and shipping location below

Shipping Information (required information) * Will receive tracking information via email

Location Type	School
Ship Location	San Ysidro School District's Warehouse
Address 1	4350 Otay Mesa Road
Address 2	
City	San Ysidro
State, Zip	CA, 92173

Ship To Contact Efrain Burciaga
Phone (619)428-4476 Ext. 3699
Email * efrain.burciaga@sysdschools.org

Special Delivery Instructions:	

Math National Edition

PRINT EDITIONS	STUDENT EDITIONS				TEACHER EDITIONS			
Title	ISBN	Price	Quantity	Cost	ISBN	Price	Quantity	Cost
Course 1 - 2014©	978-1-4573-0148-3	$17.95	150	$ 2,692.50	978-1-4573-0155-1	$91.00		$ -
Course 2 - 2014©	978-1-4573-0149-0	$17.95		$ -	978-1-4573-0156-8	$91.00		$ -
Course 3 - 2014©	978-1-4573-0150-6	$17.95		$ -	978-1-4573-0157-5	$91.00		$ -
Algebra 1 -2014©	978-1-4573-0151-3	$18.95		$ -	978-1-4573-0158-2	$94.00		$ -
Geometry - 2015©	978-1-4573-0152-0	$19.45		$ -	978-1-4573-0159-9	$98.00		$ -
Algebra 2 - 2015©	978-1-4573-0153-7	$19.45		$ -	978-1-4573-0160-5	$98.00		$ -
Integrated Math I 2017©	978-1-4573-0542-9	$18.95		$ -	978-1-4573-0549-8	$94.00		$ -
Integrated Math II 2017©	978-1-4573-0543-6	$19.45		$ -	978-1-4573-0550-4	$98.00		$ -
Integrated Math III 2017©	978-1-4573-0544-3	$19.45		$ -	978-1-4573-0551-1	$98.00		$ -
Precalculus - 2015©	978-1-4573-0154-4	$19.45		$ -	978-1-4573-0161-2	$98.00		$ -

Strategy Posters	Price	Quantity	Cost
Math Strategy Poster Set (2 Posters)	$8.95		$ -

Math Total	$2,692.50

Step 3. Indicate Payment and Sign Order Form (ORDER WILL NOT BE PROCESSED WITHOUT A SIGNATURE BELOW)

Select Payment Type: PO #

I verify that the information and quantities indicated on this form are accurate and that I am authorized to approve this order on behalf of the district/schools indicated. I understand and accept the terms and conditions outlined in the "Policies" section of this form.

MARILYN ADRIANZEN	CBO	X	
Print Name	Title	Signature (REQUIRED)	Date

Continue to Page 2 for ELA and ELD Materials

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CollegeBoard SpringBoard

2019-2020 California Materials Order Form

ELA California Edition & ELD

ELA ELD Bundles	*Bundle price includes 1 ELA and 1 ELD Student Edition* *Teacher Editions must be purchased separately*			
TITLE	ISBN	Price	Quantity	Cost
ELA/ELD Bundle - Grade 6©	2016CAELDGR6SE	$23.35		$ -
ELA/ELD Bundle - Grade 7©	2016CAELDGR7SE	$23.35		$ -
ELA/ELD Bundle - Grade 8©	2016CAELDGR8SE	$23.35		$ -
ELA/ELD Bundle - Grade 9©	2016CAELDGR9SE	$24.85		$ -
ELA/ELD Bundle - Grade 10©	2016CAELDGR10SE	$24.85		$ -
ELA/ELD Bundle - Grade 11©	2016CAELDGR11SE	$24.85		$ -
ELA/ELD Bundle - Grade 12©	2016CAELDGR12SE	$24.85		$ -

PRINT EDITIONS	STUDENT EDITIONS				TEACHER EDITIONS			
ELA California Edition	ISBN	Price	Quantity	Cost	ISBN	Price	Quantity	Cost
Grade 6 - 2017©	978-1-4573-0462-0	$19.25		$ -	978-1-4573-0469-9	$92.00		$ -
Grade 7 - 2017©	978-1-4573-0463-7	$19.25		$ -	978-1-4573-0470-5	$92.00		$ -
Grade 8 - 2017 ©	978-1-4573-0464-4	$19.25		$ -	978-1-4573-0471-2	$92.00		$ -
Grade 9 - 2017©	978-1-4573-0465-1	$19.95		$ -	978-1-4573-0472-9	$98.00		$ -
Grade 10 - 2017©	978-1-4573-0466-8	$19.95		$ -	978-1-4573-0473-6	$98.00		$ -
Grade 11 - 2017©	978-1-4573-0467-5	$19.95		$ -	978-1-4573-0474-3	$98.00		$ -
Senior English - 2017©	978-1-4573-0468-2	$19.95		$ -	978-1-4573-0475-0	$98.00		$ -

ELD©	ISBN	Price	Quantity	Cost	ISBN	Price	Quantity	Cost
ELD - Grade 6 2017©	978-1-4573-0476-7	$12.95		$ -	978-1-4573-0483-5	$92.00		$ -
ELD - Grade 7 2017©	978-1-4573-0477-4	$12.95		$ -	978-1-4573-0484-2	$92.00		$ -
ELD - Grade 8 2017©	978-1-4573-0478-1	$12.95		$ -	978-1-4573-0485-9	$92.00		$ -
ELD - Grade 9 2017©	978-1-4573-0479-8	$13.25		$ -	978-1-4573-0486-6	$98.00		$ -
ELD - Grade 10 2017©	978-1-4573-0480-4	$13.25		$ -	978-1-4573-0487-3	$98.00		$ -
ELD - Grade 11 2017©	978-1-4573-0481-1	$13.25		$ -	978-1-4573-0488-0	$98.00		$ -
ELD - Senior English 2017©	978-1-4573-0482-8	$13.25		$ -	978-1-4573-0489-7	$98.00		$ -

ELA/ELD Total	$0.00

Continue to Page 3 for Close Reading Workshop, Writing Workshop & ELA Posters

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CollegeBoard SpringBoard

2019-2020 California Materials Order Form

Close Reading Workshop, Writing Workshop & ELA Posters

ELA Close Reading Workshop / Writing Workshop Bundle	*Bundle price includes 1 CRW and 1 WW Student Edition Teacher Editions must be purchased separately*			
TITLE	**ISBN**	**Price**	**Quantity**	**Cost**
CRW/WW Bundle - Grade 6©	2016CACRWGR6SE	$12.95		$ -
CRW/WW Bundle - Grade 7©	2016CACRWGR7SE	$12.95		$ -
CRW/WW Bundle - Grade 8©	2016CACRWGR8SE	$12.95		$ -
CRW/WW Bundle - Grade 9©	2016CACRWGR9SE	$12.95		$ -
CRW/WW Bundle - Grade 10©	2016CACRWGR10SE	$12.95		$ -
CRW/WW Bundle - Grade 11©	2016CACRWGR11SE	$12.95		$ -
CRW/WW Bundle - Grade 12©	2016CACRWGR12SE	$12.95		$ -

PRINT EDITIONS	STUDENT EDITIONS				TEACHER EDITIONS			
ELA Close Reading Workshop©	**ISBN**	**Price**	**Quantity**	**Cost**	**ISBN**	**Price**	**Quantity**	**Cost**
CRW - Grade 6 2017©	978-1-4573-0702-7	$8.99		$ -	978-1-4573-0709-6	$29.99		$ -
CRW - Grade 7 2017©	978-1-4573-0703-4	$8.99		$ -	978-1-4573-0710-2	$29.99		$ -
CRW - Grade 8 2017©	978-1-4573-0704-1	$8.99		$ -	978-1-4573-0711-9	$29.99		$ -
CRW - Grade 9 2017©	978-1-4573-0705-8	$8.99		$ -	978-1-4573-0712-6	$29.99		$ -
CRW - Grade 10 2017©	978-1-4573-0706-5	$8.99		$ -	978-1-4573-0713-3	$29.99		$ -
CRW - Grade 11 2017©	978-1-4573-0707-2	$8.99		$ -	978-1-4573-0714-0	$29.99		$ -
CRW - Grade 12 2017©	978-1-4573-0708-9	$8.99		$ -	978-1-4573-0715-7	$29.99		$ -

ELA Writing Workshop©	ISBN	Price	Quantity	Cost	ISBN	Price	Quantity	Cost
WW - Grade 6 2017©	978-1-4573-0688-4	$9.99		$ -	978-1-4573-0695-2	$29.99		$ -
WW - Grade 7 2017©	978-1-4573-0689-1	$9.99		$ -	978-1-4573-0696-9	$29.99		$ -
WW - Grade 8 2017©	978-1-4573-0690-7	$9.99		$ -	978-1-4573-0697-6	$29.99		$ -
WW - Grade 9 2017©	978-1-4573-0691-4	$9.99		$ -	978-1-4573-0698-3	$29.99		$ -
WW - Grade 10 2017©	978-1-4573-0692-1	$9.99		$ -	978-1-4573-0699-0	$29.99		$ -
WW - Grade 11 2017©	978-1-4573-0693-8	$9.99		$ -	978-1-4573-0700-3	$29.99		$ -
WW - Grade 12 2017©	978-1-4573-0694-5	$9.99		$ -	978-1-4573-0701-0	$29.99		$ -

Strategy Posters	Price	Quantity	Cost
ELA Strategy Poster Set (3 Posters)	$12.95		$ -

ELA Total	$0.00
Math Total	$2,692.50
Shipping (10%)	$269.25
Overall Total	**$2,961.75**

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CollegeBoard SpringBoard

Below are the terms and conditions for your use of SpringBoard®.

By acquiring College Board's SpringBoard® program, you ("Customer" or "You") accept the terms of this Agreement. Should Customer fail to comply with these requirements, the College Board will terminate online access without liability. If Customer subscribes to SpringBoard pursuant to a separate written contract or order form with the College Board ("CRS Agreement"), the terms of the separate written CRS Agreement between the College Board and Customer for SpringBoard supersede the terms contained herein to the extent they conflict with any terms in this Agreement.

SpringBoard® Program Overview. The College Board's SpringBoard Program, a proprietary program that helps prepare 6th through 12th grade students to succeed at college-level work, includes student and teacher editions, a website license to SpringBoard Digital and professional development and coaching services, that feature rigorous standards, instructional resources, and formative assessments in mathematics and English language arts through a web-supported, integrated program (the "SpringBoard Program"). For more details on the SpringBoard Program, see: http://springboardprogram.collegeboard.org/.

License Grant. The following licenses are referred to herein collectively as the "Licenses".

Site License. The College Board hereby grants to Customer a limited, non-exclusive, non-transferable, non-assignable, revocable license during the Term of this Agreement to access and use the SpringBoard website ("SpringBoard Digital") and to allow each of the participating schools (the "Schools") to use SpringBoard Digital in accordance with the terms and conditions governing use of and access to SpringBoard Digital for teachers and for students located at Customer's URL to access SpringBoard Digital ("Site Terms and Conditions"), and to use all content available on SpringBoard Digital in print or otherwise provided to Customer, and the privacy policy for SpringBoard Digital also located at Customer's URL ("Privacy Policy"). Access to SpringBoard Digital is for the sole purpose of improving teaching and learning of students in the grades designated by Customer in mathematics and/or English language arts within the Schools. Unless Customer is ordering SpringBoard "Digital Only", College Board shall provide Customer with one consumable student edition for each license granted for students and one teacher edition for each teacher. College Board shall provide Customer with these consumable editions annually at the start of each school year.

Schools' Compliance with License Terms. Customer shall be responsible for the Schools' compliance with the terms of all Licenses.

Access to SpringBoard. Customer will access SpringBoard Digital via the College Board's website. Customer understands and agrees that there is a risk of interruption to websites. Additionally, the website may be suspended from time to time for administrative purposes, as necessary, including but not limited to, system maintenance. The College Board may change the technical functionality of the website at any time upon notice (where reasonable) to Customer to the extent necessary to address technical and other business needs of the College Board.

Content Revision. The College Board reserves the right to update the content of the SpringBoard Digital and Products, services and deliverables. If significant revisions are made to any Product, furnished under this Agreement then the Customer shall receive the most recent version of the Product. This shall only apply to future years from the revision date of the Product's furnished under this Agreement.

Restrictions on Use. Customer shall not: (a) sell, rent, lease, loan, sublicense, disseminate, assign, reverse engineer, attempt to derive the source code of, transfer or otherwise provide access to third parties, make the website available for use by third parties or use the website for the benefit of any third party; (b) copy, reproduce, modify, adapt, translate or create any derivative works from the website; (c) remove, alter, obscure or tamper with any trademark, copyright or other proprietary markings or notices affixed to or contained within the website; or (d) encourage or permit any user or other third party to engage in any of the foregoing. Customer shall be responsible for ensuring that all students and teachers comply with the terms of this Schedule. If Customer violates any of the provisions hereof, the College Board shall have the right to terminate your right to use of SpringBoard Digital, without waiver of any other remedy, whether legal or equitable.

Service Providers. The College Board maintains a relationship with and has agreements with certain vendors ("Service Provider(s)") for access to some of the services and tools offered through SpringBoard Digital. Customer acknowledges and agrees that the information that is uploaded to SpringBoard Digital will be accessible to the applicable Service Provider for the sole purpose of providing those services to Customer. Please be aware that any information supplied to Service Provider is subject to their security and privacy policies. The College Board encourages Customer to read the policies of Service Provider, because their privacy practices may differ from the College Board's practices.

Customer Obligations. Customer shall provide certain information on the participating students in the Schools for the SpringBoard Program ("Registration Information"). Unless the College Board otherwise directs, the Registration Information shall include each student's username, password, and first and last name. At no additional cost to Customer, Customer may use a third party to upload and manage the Registration Information for students participating in the SpringBoard Program. Such third parties, include, without limitation, Zink Reading Labs, Turnitin, Desmos and Clever. Customer may also choose to manually update the Registration Information directly on the SpringBoard Site.

Customer shall comply with the Family Educational Rights and Privacy Act, 20 U.S.C. s. 1232g, and its implementing regulations, 34 C.F.R. pt. 99 ("FERPA") in connection with the SpringBoard Program. Customer shall obtain any and all consents necessary for students to participate in the SpringBoard Program, and Customer shall include in its annual notification of rights under FERPA criteria that support the designation of the College Board and its employees as school officials with legitimate educational interests. Customer authorizes the College Board to use personally identifiable, non-directory information to conduct studies with the purpose of improving instruction for the SpringBoard Program in accordance with 34 C.F.R. 99.31(a)(6)(i).

Customer Representations Customer has designated as "directory information" for purposes of FERPA, a student's name, the most recent educational agency or institution attended, and the other items specifically identified as directory information in 34 C.F.R. 99.3. To the extent the Registration Information includes only such directory information, the College Board may redisclose the Registration Information in accordance with the Privacy Policy without the consent of the parent or student eighteen (18) years of age or older.

To the extent that the Registration Information or other personally identifiable information from education records of students disclosed by Customer to the College Board includes information other than directory information, for purposes of FERPA the College Board and its employees and independent contractors are "school officials" whom Customer has determined to have "legitimate educational interests", and Customer may disclose such non-directory information to the College Board consistent with FERPA and other applicable law and policy.

Customer has a policy on acceptable use of computer equipment and services by teachers, other staff, and students that is at least as rigorous as the Site Terms and Conditions. The Site Terms and Conditions are consistent with and sufficient under Customer's computer use and other relevant policies.

Customer has a policy on confidentiality of student records consistent with and sufficient under FERPA. The Privacy Policy is consistent with and sufficient under Customer's FERPA and other relevant policies.

Customer represents and warrants that it is empowered under applicable state laws to enter into and perform this Agreement and it has caused this Agreement to be duly authorized, executed and delivered.

You represent and warrant that you have obtained any consent that You require from, for example, Your management, superintendent, district, Your school and any third parties to the extent consent is necessary to authorize You to enter into this Agreement.

General Disclaimer. THE COLLEGE BOARD HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

Limitation of Liability. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE COLLEGE BOARD AND ITS' AFFILIATES FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE WORK PERFORMED BY THE COLLEGE BOARD PURSUANT TO THIS AGREEMENT FROM ANY CAUSE OR CAUSES, INCLUDED BUT NOT LIMITED TO THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR WARRANTY EXPRESS OR IMPLIED OF THE COLLEGE BOARD OR ITS' AFFILIATES, SHALL NOT EXCEED THE ACTUAL AMOUNT PAID TO THE COLLEGE BOARD UNDER THIS AGREEMENT FOR THE SPECIFIC DELIVERABLE SUBJECT TO THE DAMAGES CLAIM. IN NO EVENT WILL THE COLLEGE BOARD AND ITS AFFILIATES HAVE ANY LIABILITY TO PURCHASER IN CONNECTION WITH THIS AGREEMENT FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTIAL, SPECIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM OR THEORY OF LIABILITY. TO THE EXTENT ALLOWED BY LAW, PURCHASER WILL INDEMNIFY, DEFEND AND HOLD HARMLESS, THE COLLEGE BOARD AGAINST THIRD PARTY CLAIMS THAT ARISE AS A RESULT OF THE BREACH OF THIS AGREEMENT BY CUSTOMER

Ownership of Intellectual Property. Customer agrees and acknowledges that all intellectual property provided under or pertaining to this Agreement, including, but not limited to, any College Board publications, College Board website(s), CD-ROMS, videos, examinations and all forms contained therein, including all copies thereof, all data and any parts thereof, all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights are the sole and exclusive property of the College Board. Nothing in this Agreement should be interpreted to indicate that the College Board is passing its proprietary rights in and to the College Board intellectual Property to the Customer.

Confidentiality. All information exchanged hereunder to which either party shall have access in connection with this Agreement, including the terms of this Agreement, is confidential ("Confidential Information"), and except as otherwise expressly provided in this Agreement, neither party will authorize or permit the other party's Confidential Information to be conveyed or in any manner communicated to or made available to any third party or to be physically duplicated or reproduced or used by or for the benefit of any third party, in whole or in part; provided, however, that Confidential Information shall exclude any data or information that: (a) is publicly disclosed or expressly approved for public disclosure by the act of an authorized agent of either party; (b) becomes publicly known without breach of any confidentiality obligation; or (c) is required to be disclosed pursuant to any applicable law or regulation, government authority or duly authorized subpoena or court order, provided that the disclosing party in such event shall provide the other party with notice of such requirement as soon as practicable after such

Data Protection. The College Board shall take actions to ensure the security and confidentiality of Confidential Information. The College Board assures Customer that the College Board employs security controls designed to secure and protect personally identifiable information in a manner consistent with industry standards. The College Board shall maintain the Registration Information (defined in Section 3.1) that may be obtained pursuant to this Agreement in a secure computer environment and not copy, reproduce or transmit such data except as necessary to fulfill the purpose of the original request.

The College Board has security measures in place designed to help protect against loss, misuse and alteration of the data under the College Board's control. College Board shall develop, implement, maintain and use reasonably appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all stored, managed, retained,

Security Measures. To ensure the security and confidentiality of confidential records the College Board shall designate an employee responsible for the training and compliance of all College Board employees, agents, and assigns on compliance with security and confidentiality provisions detailed in this Agreement. The College Board warrants that the confidentiality requirements and security measures identified in the Agreement will be extended by contract to any and all subcontractors used by College Board, if any, to execute the terms of the Agreement. The College Board will use appropriate and reliable storage media, regularly backup student records and retain such backup copies for the duration of the Agreement and as defined by the College Board. The Customer acknowledges that College Board utilizes cloud hosting service providers throughout its infrastructure. The College Board warrants that all student records will be stored in the United States where technically feasible and reasonable as determined solely by College Board. Customer acknowledges that in some cases the College Board may not be able to restrict the location of data due to limitations within the cloud hosting service provider capabilities.

Notice. In the event of an unauthorized disclosure of student records the Customer and College Board agree to notify the other party, fully investigate the incident and fully cooperate with any investigation of the incident, implement remedial measures and respond in a timely manner. Such notification shall be promptly performed as information becomes available but not greater than 30 calendar days immediately upon becoming aware of: (1) a confirmed compromise of student records, or of (2) circumstances that could have reasonably resulted in an unauthorized access to or disclosure of student records. Both Customer and College Board acknowledge that in the event of an unauthorized disclosure computer forensics teams may require many days, weeks or even months to fully ascertain the details surrounding the disclosure which may delay prompt notification within the 30 calendar day requirement.

As information is available, Customer shall notify the parent or adult student of: (1) the nature of the unauthorized use or disclosure (e.g., security breach, nonconsensual re-disclosure, etc.); (2) the specific student records that were used or disclosed without authorization where possible; (3) what College Board and Customer have done or will do to mitigate any effects of the unauthorized use or disclosure; and (4) what corrective action College Board and Customer have taken or will take to prevent future occurrences. Except as otherwise required by law, College Board will not provide notice of the incident directly to the parent or adult student whose student records were involved, regulatory agencies, or other entities, without prior written permission from Customer.

Use of Cookies. A cookie is a small text file placed on your computer's hard drive when you visit a website. The cookie gives you a unique, random ID, and this ID enables our website(s) to readily recognize each user on a subsequent visit to the site(s). For example, a cookie may indicate the preferences you selected on a prior visit. This facilitates more efficient browsing on subsequent visits, by using your preferences to customize the content and/or layout of our site(s). The College Board may use cookies in this fashion. Visitors are free to set their Web browsers to prevent the acceptance of cookies. However, subscribers of SpringBoard Digital must enable cookies to access certain areas. Be aware that the College Board website cookies do not contain personally identifiable information. Some Service Providers use cookies on College Board site(s). The College Board has no access to or control over these cookies. This privacy statement covers the use of cookies by the College Board website(s) only and does not cover the use of cookies by any third-party providers.

Proprietary Rights. The College Board and its Service Providers have expended substantial time, effort, and funds to create the website(s) and SpringBoard Digital. Customer acknowledges and agrees that the College Board affiliates exclusively own the copyright to (or have been granted licenses by third parties to use) all rights, title, and interest in SpringBoard Digital and the information, data, databases, images, sound recordings, audio and visual clips, and other content (collectively, "Content") provided by the website(s). Certain materials specifically designated as belonging to another party are not owned by the College Board. No copyrighted material or other Content may be performed, distributed, downloaded, uploaded, modified, reused, reproduced, reposted, retransmitted, disseminated, sold, published, broadcast or circulated or otherwise used in any way whatsoever except as expressly stated either in such materials or in this Schedule without express written permission of the College Board or permission of the copyright owner. Any modification of the Content, or any portion thereof, or use of the Content for any other purpose constitutes an infringement of the College Board's copyrights and other proprietary rights. Use of the Content on any other website (including, without limitation, internal websites and social media sites) or other networked computer environment is prohibited without prior written permission from the College Board. **Customer agrees not to reproduce, duplicate, copy, sell, resell, or exploit for any commercial purposes any portion of the SpringBoard Program, use of the SpringBoard Program, or access to the SpringBoard Program.**

Customer agrees and acknowledges that Workshops and Products, including, but not limited to, training notes, and materials and booklets provided to participants, including all copies thereof, are the sole and exclusive property of the College Board. Copying, disseminating or posting any SpringBoard Program material on Customer's internal or any external website, including social media sites, or creating and sharing derivative works of the materials is a breach of Customer's agreement with the College Board and the College Board's intellectual property rights. Customer may solely use the Products described herein for the professional development and coaching services provided by the College Board in connection with Workshop participants' knowledge and use of the SpringBoard Program.

Except for the license expressly granted herein, Customer shall have no rights to or other interests in SpringBoard Digital, materials or Content. The College Board reserves all rights not explicitly granted to Customer under this Schedule.

Customer agrees that it shall not post any SpringBoard Program material on Customer's internal or any external website, and shall advise all SpringBoard Program teachers and students that posting any such material, including answers to any questions on SpringBoard Digital or in SpringBoard student or teacher editions is a violation of the College Board's copyright. Customer agrees that it shall not offer for resale, and shall advise its teachers and administers not to offer

Force Majeure. Either party may be excused from performance of an obligation under this Agreement in the event that performance of that obligation by such party is prevented by an act of God, act of war, terrorism, riot, fire, explosion, flood or other circumstance that is beyond the control of, and could not reasonably be avoided by, such party.

Payment. This Agreement supersedes any conflicting terms and conditions contained in Customer's purchase order. Customer shall pay all shipping charges including any additional fees for expedited shipping requested by Customer. Customer may return or exchange, at Customer's expense, consumable editions which are in new condition and have not yet been used up to thirty (30) days after receipt. College Board will issue refunds within thirty (30) days upon receipt of the returned editions for accounts that have been paid.

Customer agrees to pay any applicable sales, use, value added or other taxes or import duties (other than the College Board's corporate income taxes) based on, or due as a result of, any fees paid to the College Board under this Schedule, unless Customer is exempt from such taxes as the result of Customer's corporate or government status. Customer shall furnish the College Board with a valid tax exemption certificate.

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CollegeBoard **SpringBoard**

2019-2020 California Materials Order Form

To place an order: Return signed order form with purchase order/check to:
FAX: 646-607-2881 OR EMAIL: SpringBoardOrders@collegeboard.org

Questions? Contact the SpringBoard Team 877-999-7723

Step 1. Enter Your Contact Information

School Name	Vista Del Mar Middle School
Contact for Materials	Nadia Aviles
Contact Email Address:	nadia.aviles@sysdschools.org
Contact Phone:	(619)428-4476 Ext. 3999
IT Contact Name/Email:	Todd Lewis - todd.lewis@sysdschools.org

Step 2. Materials: Enter quantities and shipping location below

Shipping Information (required information) * Will receive tracking information via email

Location Type	School
Ship Location	San Ysidro School District's Warehouse
Address 1	4350 Otay Mesa Road
Address 2	
City	San Ysidro
State, Zip	CA, 92173

Ship To Contact	Nadia Aviles
Phone	(619)428-4476 Ext. 3999
Email *	nadia.aviles@sysdschools.org
Special Delivery Instructions:	

Math National Edition

PRINT EDITIONS	STUDENT EDITIONS				TEACHER EDITIONS			
Title	ISBN	Price	Quantity	Cost	ISBN	Price	Quantity	Cost
Course 1 - 2014©	978-1-4573-0148-3	$17.95		$ -	978-1-4573-0155-1	$91.00		$ -
Course 2 - 2014©	978-1-4573-0149-0	$17.95	170	$ 3,051.50	978-1-4573-0156-8	$91.00		$ -
Course 3 - 2014©	978-1-4573-0150-6	$17.95	220	$ 3,949.00	978-1-4573-0157-5	$91.00		$ -
Algebra 1 -2014©	978-1-4573-0151-3	$18.95		$ -	978-1-4573-0158-2	$94.00		$ -
Geometry - 2015©	978-1-4573-0152-0	$19.45		$ -	978-1-4573-0159-9	$98.00		$ -
Algebra 2 - 2015©	978-1-4573-0153-7	$19.45		$ -	978-1-4573-0160-5	$98.00		$ -
Integrated Math I 2017©	978-1-4573-0542-9	$18.95	30	$ 568.50	978-1-4573-0549-8	$94.00		$ -
Integrated Math II 2017©	978-1-4573-0543-6	$19.45		$ -	978-1-4573-0550-4	$98.00		$ -
Integrated Math III 2017©	978-1-4573-0544-3	$19.45		$ -	978-1-4573-0551-1	$98.00		$ -
Precalculus - 2015©	978-1-4573-0154-4	$19.45		$ -	978-1-4573-0161-2	$98.00		$ -

Strategy Posters	Price	Quantity	Cost
Math Strategy Poster Set (2 Posters)	$8.95		$ -

Math Total	$7,569.00

Step 3. Indicate Payment and Sign Order Form (ORDER WILL NOT BE PROCESSED WITHOUT A SIGNATURE BELOW)

Select Payment Type: PO #

I verify that the information and quantities indicated on this form are accurate and that I am authorized to approve this order on behalf of the district/schools indicated. I understand and accept the terms and conditions outlined in the "Policies" section of this form.

MARILYN ADRIANZEN	CBO	X	
Print Name	Title	Signature (REQUIRED)	Date

Continue to Page 2 for ELA and ELD Materials

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CollegeBoard SpringBoard

2019-2020 California Materials Order Form

ELA California Edition & ELD

ELA ELD Bundles	*Bundle price includes 1 ELA and 1 ELD Student Edition Teacher Editions must be purchased separately*			
TITLE	**ISBN**	**Price**	**Quantity**	**Cost**
ELA/ELD Bundle - Grade 6©	2016CAELDGR6SE	$23.35		$ -
ELA/ELD Bundle - Grade 7©	2016CAELDGR7SE	$23.35		$ -
ELA/ELD Bundle - Grade 8©	2016CAELDGR8SE	$23.35		$ -
ELA/ELD Bundle - Grade 9©	2016CAELDGR9SE	$24.85		$ -
ELA/ELD Bundle - Grade 10©	2016CAELDGR10SE	$24.85		$ -
ELA/ELD Bundle - Grade 11©	2016CAELDGR11SE	$24.85		$ -
ELA/ELD Bundle - Grade 12©	2016CAELDGR12SE	$24.85		$ -



PRINT EDITIONS	STUDENT EDITIONS				TEACHER EDITIONS			
ELA California Edition	**ISBN**	**Price**	**Quantity**	**Cost**	**ISBN**	**Price**	**Quantity**	**Cost**
Grade 6 - 2017©	978-1-4573-0462-0	$19.25		$ -	978-1-4573-0469-9	$92.00		$ -
Grade 7 - 2017©	978-1-4573-0463-7	$19.25		$ -	978-1-4573-0470-5	$92.00		$ -
Grade 8 - 2017 ©	978-1-4573-0464-4	$19.25		$ -	978-1-4573-0471-2	$92.00		$ -
Grade 9 - 2017©	978-1-4573-0465-1	$19.95		$ -	978-1-4573-0472-9	$98.00		$ -
Grade 10 - 2017©	978-1-4573-0466-8	$19.95		$ -	978-1-4573-0473-6	$98.00		$ -
Grade 11 - 2017©	978-1-4573-0467-5	$19.95		$ -	978-1-4573-0474-3	$98.00		$ -
Senior English - 2017©	978-1-4573-0468-2	$19.95		$ -	978-1-4573-0475-0	$98.00		$ -

ELD©	ISBN	Price	Quantity	Cost	ISBN	Price	Quantity	Cost
ELD - Grade 6 2017©	978-1-4573-0476-7	$12.95		$ -	978-1-4573-0483-5	$92.00		$ -
ELD - Grade 7 2017©	978-1-4573-0477-4	$12.95		$ -	978-1-4573-0484-2	$92.00		$ -
ELD - Grade 8 2017©	978-1-4573-0478-1	$12.95		$ -	978-1-4573-0485-9	$92.00		$ -
ELD - Grade 9 2017©	978-1-4573-0479-8	$13.25		$ -	978-1-4573-0486-6	$98.00		$ -
ELD - Grade 10 2017©	978-1-4573-0480-4	$13.25		$ -	978-1-4573-0487-3	$98.00		$ -
ELD - Grade 11 2017©	978-1-4573-0481-1	$13.25		$ -	978-1-4573-0488-0	$98.00		$ -
ELD - Senior English 2017©	978-1-4573-0482-8	$13.25		$ -	978-1-4573-0489-7	$98.00		$ -

ELA/ELD Total	$0.00

Continue to Page 3 for Close Reading Workshop, Writing Workshop & ELA Posters

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CollegeBoard SpringBoard

2019-2020 California Materials Order Form

Close Reading Workshop, Writing Workshop & ELA Posters

ELA Close Reading Workshop / Writing Workshop Bundle	*Bundle price includes 1 CRW and 1 WW Student Edition Teacher Editions must be purchased separately*			
TITLE	**ISBN**	**Price**	**Quantity**	**Cost**
CRW/WW Bundle - Grade 6©	2016CACRWGR6SE	$12.95		$ -
CRW/WW Bundle - Grade 7©	2016CACRWGR7SE	$12.95		$ -
CRW/WW Bundle - Grade 8©	2016CACRWGR8SE	$12.95		$ -
CRW/WW Bundle - Grade 9©	2016CACRWGR9SE	$12.95		$ -
CRW/WW Bundle - Grade 10©	2016CACRWGR10SE	$12.95		$ -
CRW/WW Bundle - Grade 11©	2016CACRWGR11SE	$12.95		$ -
CRW/WW Bundle - Grade 12©	2016CACRWGR12SE	$12.95		$ -

PRINT EDITIONS	STUDENT EDITIONS				TEACHER EDITIONS			
ELA Close Reading Workshop©	**ISBN**	**Price**	**Quantity**	**Cost**	**ISBN**	**Price**	**Quantity**	**Cost**
CRW - Grade 6 2017©	978-1-4573-0702-7	$8.99		$ -	978-1-4573-0709-6	$29.99		$ -
CRW - Grade 7 2017©	978-1-4573-0703-4	$8.99		$ -	978-1-4573-0710-2	$29.99		$ -
CRW - Grade 8 2017©	978-1-4573-0704-1	$8.99		$ -	978-1-4573-0711-9	$29.99		$ -
CRW - Grade 9 2017©	978-1-4573-0705-8	$8.99		$ -	978-1-4573-0712-6	$29.99		$ -
CRW - Grade 10 2017©	978-1-4573-0706-5	$8.99		$ -	978-1-4573-0713-3	$29.99		$ -
CRW - Grade 11 2017©	978-1-4573-0707-2	$8.99		$ -	978-1-4573-0714-0	$29.99		$ -
CRW - Grade 12 2017©	978-1-4573-0708-9	$8.99		$ -	978-1-4573-0715-7	$29.99		$ -

ELA Writing Workshop©	ISBN	Price	Quantity	Cost	ISBN	Price	Quantity	Cost
WW - Grade 6 2017©	978-1-4573-0688-4	$9.99		$ -	978-1-4573-0695-2	$29.99		$ -
WW - Grade 7 2017©	978-1-4573-0689-1	$9.99		$ -	978-1-4573-0696-9	$29.99		$ -
WW - Grade 8 2017©	978-1-4573-0690-7	$9.99		$ -	978-1-4573-0697-6	$29.99		$ -
WW - Grade 9 2017©	978-1-4573-0691-4	$9.99		$ -	978-1-4573-0698-3	$29.99		$ -
WW - Grade 10 2017©	978-1-4573-0692-1	$9.99		$ -	978-1-4573-0699-0	$29.99		$ -
WW - Grade 11 2017©	978-1-4573-0693-8	$9.99		$ -	978-1-4573-0700-3	$29.99		$ -
WW - Grade 12 2017©	978-1-4573-0694-5	$9.99		$ -	978-1-4573-0701-0	$29.99		$ -

Strategy Posters	Price	Quantity	Cost
ELA Strategy Poster Set (3 Posters)	$12.95		$ -

ELA Total	$0.00
Math Total	$7,569.00
Shipping (10%)	$756.90
Overall Total	**$8,325.90**

Continue to Page 4 for Terms and Conditions

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Access to SpringBoard. Customer will access SpringBoard Digital via the College Board's website. Customer understands and agrees that there is a risk of interruption to websites. Additionally, the website may be suspended from time to time for administrative purposes, as necessary, including but not limited to, system maintenance. The College Board may change the technical functionality of the website at any time upon notice (where reasonable) to Customer to the extent necessary to address technical and other business needs of the College Board.

Content Revision. The College Board reserves the right to update the content of the SpringBoard Digital and Products, services and deliverables if significant revisions are made to any Product, furnished under this Agreement then the Customer shall receive the most recent version of the Product. This shall only apply to future years from the revision date of the Product's furnished under this Agreement.

Restrictions on Use. Customer shall not: (a) sell, rent, lease, loan, sublicense, disseminate, assign, reverse engineer, attempt to derive the source code of, transfer or otherwise provide access to third parties, make the website available for use by third parties or use the website for the benefit of any third party; (b) copy, reproduce, modify, adapt, translate or create any derivative works from the website; (c) remove, alter, obscure or tamper with any trademark, copyright or other proprietary markings or notices affixed to or contained within the website; or (d) encourage or permit any user or other third party to engage in any of the foregoing. Customer shall be responsible for ensuring that all students and teachers comply with the terms of this Schedule. If Customer violates any of the provisions hereof, the College Board shall have the right to terminate your right to use of SpringBoard Digital, without waiver of any other remedy, whether legal or equitable.

Service Providers. The College Board maintains a relationship with and has agreements with certain vendors ("Service Provider(s)") for access to some of the services and tools offered through SpringBoard Digital. Customer acknowledges and agrees that the information that is uploaded to SpringBoard Digital will be accessible to the applicable Service Provider for the sole purpose of providing those services to Customer. Please be aware that any information supplied to Service Provider is subject to their security and privacy policies. The College Board encourages Customer to read the policies of Service Provider, because their privacy practices may differ from the College Board's practices.

Customer Obligations. Customer shall provide certain information on the participating students in the Schools for the SpringBoard Program ("Registration Information"). Unless the College Board otherwise directs, the Registration Information shall include each student's username, password, and first and last name. At no additional cost to Customer, Customer may use a third party to upload and manage the Registration Information for students participating in the SpringBoard Program. Such third parties, include, without limitation, Zink Reading Labs, Turnitin, Desmos and Clever. Customer may also choose to manually update the Registration Information directly on the SpringBoard Site.

Customer shall comply with the Family Educational Rights and Privacy Act, 20 U.S.C. s. 1232g, and its implementing regulations, 34 C.F.R. pt. 99 ("FERPA") in connection with the SpringBoard Program. Customer shall obtain any and all consents necessary for students to participate in the SpringBoard Program, and Customer shall include in its annual notification of rights under FERPA criteria that support the designation of the College Board and its employees as school officials with legitimate educational interests. Customer authorizes the College Board to use personally identifiable, non-directory information to conduct studies with the purpose of improving instruction for the SpringBoard Program in accordance with 34 C.F.R. 99.31(a)(6)(i).

Customer Representations Customer has designated as "directory information" for purposes of FERPA, a student's name, the most recent educational agency or institution attended, and the other items specifically identified as directory information in 34 C.F.R. 99.3. To the extent the Registration Information includes only such directory information, the College Board may redisclose the Registration Information in accordance with the Privacy Policy without the consent of the parent or student eighteen (18) years of age or older.

To the extent that the Registration Information or other personally identifiable information from education records of students disclosed by Customer to the College Board includes information other than directory information, for purposes of FERPA the College Board and its employees and independent contractors are "school officials" whom Customer has determined to have "legitimate educational interests", and Customer may disclose such non-directory information to the College Board consistent with FERPA and other applicable law and policy.

Customer has a policy on acceptable use of computer equipment and services by teachers, other staff, and students that is at least as rigorous as the Site Terms and Conditions. The Site Terms and Conditions are consistent with and sufficient under Customer's computer use and other relevant policies.

Customer has a policy on confidentiality of student records consistent with and sufficient under FERPA. The Privacy Policy is consistent with and sufficient under Customer's FERPA and other relevant policies.

Customer represents and warrants that it is empowered under applicable state laws to enter into and perform this Agreement and it has caused this Agreement to be duly authorized, executed and delivered.

You represent and warrant that you have obtained any consent that You require from, for example, Your management, superintendent, district, Your school and any third parties to the extent consent is necessary to authorize You to enter into this Agreement.

General Disclaimer. THE COLLEGE BOARD HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

Limitation of Liability. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE COLLEGE BOARD AND ITS' AFFILIATES FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE WORK PERFORMED BY THE COLLEGE BOARD PURSUANT TO THIS AGREEMENT FROM ANY CAUSE OR CAUSES, INCLUDED BUT NOT LIMITED TO THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR WARRANTY EXPRESS OR IMPLIED OF THE COLLEGE BOARD OR ITS' AFFILIATES, SHALL NOT EXCEED THE ACTUAL AMOUNT PAID TO THE COLLEGE BOARD UNDER THIS AGREEMENT FOR THE SPECIFIC DELIVERABLE SUBJECT TO THE DAMAGES CLAIM. IN NO EVENT WILL THE COLLEGE BOARD AND ITS AFFILIATES HAVE ANY LIABILITY TO PURCHASER IN CONNECTION WITH THIS AGREEMENT FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTIAL, SPECIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM OR THEORY OF LIABILITY. TO THE EXTENT ALLOWED BY LAW, PURCHASER WILL INDEMNIFY, DEFEND AND HOLD HARMLESS, THE COLLEGE BOARD AGAINST THIRD PARTY CLAIMS THAT ARISE AS A RESULT OF THE BREACH OF THIS AGREEMENT BY CUSTOMER

Ownership of Intellectual Property. Customer agrees and acknowledges that all intellectual property provided under or pertaining to this Agreement, including, but not limited to, any College Board publications, College Board website(s), CD-ROMS, videos, examinations and all items contained therein, including all copies thereof, all data and any parts thereof, all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights are the sole and exclusive property of the College Board. Nothing in this Agreement should be interpreted to indicate that the College Board is passing its proprietary rights in and to the College Board Intellectual Property to the Customer.

Confidentiality. All information exchanged hereunder to which either party shall have access in connection with this Agreement, including the terms of this Agreement, is confidential ("Confidential Information"), and except as otherwise expressly provided in this Agreement, neither party will authorize or permit the other party's Confidential Information to be conveyed or in any manner communicated to or made available to any third party or to be physically duplicated or reproduced or used by or for the benefit of any third party, in whole or in part; provided, however, that Confidential Information shall exclude any data or information that: (a) is publicly disclosed or expressly approved for public disclosure by the act of an authorized agent of either party; (b) becomes publicly known without breach of any confidentiality obligation; or (c) is required to be disclosed pursuant to any applicable law or regulation, government authority or duly authorized subpoena or court order, provided that the disclosing party in such event shall provide the other party with notice of such requirement as soon as practicable after such

Data Protection. The College Board shall take actions to ensure the security and confidentiality of Confidential Information. The College Board assures Customer that the College Board employs security controls designed to secure and protect personally identifiable information in a manner consistent with industry standards. The College Board shall maintain the Registration Information (defined in Section 3.1) that may be obtained pursuant to this Agreement in a secure computer environment and not copy, reproduce or transmit such data except as necessary to fulfill the purpose of the original request.

The College Board has security measures in place designed to help protect against loss, misuse and alteration of the data under the College Board's control. College Board shall develop, implement, maintain and use reasonably appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all stored, managed, retained,

Security Measures. To ensure the security and confidentiality of confidential records the College Board shall designate an employee responsible for the training and compliance of all College Board employees, agents, and assigns on compliance with security and confidentiality provisions detailed in this Agreement. The College Board warrants that the confidentiality requirements and security measures identified in the Agreement will be extended by contract to any and all subcontractors used by College Board, if any, to execute the terms of the Agreement. The College Board will use appropriate and reliable storage media, regularly backup student records and retain such backup copies for the duration of the Agreement and as defined by the College Board. The Customer acknowledges that College Board utilizes cloud hosting service providers throughout its infrastructure. The College Board warrants that all student records will be stored in the United States where technically feasible and reasonable as determined solely by College Board. Customer acknowledges that in some cases the College Board may not be able to restrict the location of data due to limitations within the cloud hosting service provider capabilities.

Notice. In the event of an unauthorized disclosure of student records the Customer and College Board agree to notify the other party, fully investigate the incident and fully cooperate with any investigation of the incident, implement remedial measures and respond in a timely manner. Such notification shall be promptly performed as information becomes available but not greater than 30 calendar days immediately upon becoming aware of: (1) a confirmed compromise of student records, or of (2) circumstances that could have reasonably resulted in an unauthorized access to or disclosure of student records. Both Customer and College Board acknowledge that in the event of an unauthorized disclosure computer forensics teams may require many days, weeks or even months to fully ascertain the details surrounding the disclosure which may delay prompt notification within the 30 calendar day requirement.

Where information is available, Customer shall notify the parent or adult student of: (1) the nature of the unauthorized use or disclosure (e.g., security breach, nonconsensual re-disclosure, etc.); (2) the specific student records that were used or disclosed without authorization where possible; (3) what College Board and Customer have done or will do to mitigate any effects of the unauthorized use or disclosure; and (4) what corrective action College Board and Customer have taken or will take to prevent future occurrences. Except as otherwise required by law, College Board will not provide notice of the incident directly to the parent or adult student whose student records were involved, regulatory agencies, or other entities, without prior written permission from Customer.

Use of Cookies. A cookie is a small text file placed on your computer's hard drive when you visit a website. The cookie gives you a unique, random ID, and this ID enables our website(s) to readily recognize each user on a subsequent visit to the site(s). For example, a cookie may indicate the preferences you selected on a prior visit. This facilitates more efficient browsing on subsequent visits, by using your preferences to customize the content and/or layout of our site(s). The College Board may use cookies in this fashion. Visitors are free to set their Web browsers to prevent the acceptance of cookies. However, subscribers of SpringBoard Digital must enable cookies to access certain areas. Be aware that the College Board website cookies do not contain personally identifiable information. Some Service Providers use cookies on College Board site(s). The College Board has no access to or control over these cookies. This privacy statement covers the use of cookies by the College Board website(s) only and does not cover the use of cookies by any third-party providers.

Proprietary Rights. The College Board and its Service Providers have expended substantial time, effort, and funds to create the website(s) and SpringBoard Digital. Customer acknowledges and agrees that the College Board or College Board affiliates exclusively own the copyright to (or have been granted licenses by third parties to use) all rights, title, and interest in SpringBoard Digital and the information, data, databases, images, sound recordings, audio and visual clips, and other content (collectively, "Content") provided by the website(s). Certain materials specifically designated as belonging to another party are not owned by the College Board. No copyrighted material or other Content may be performed, distributed, downloaded, uploaded, modified, reused, reproduced, reposted, retransmitted, disseminated, sold, published, broadcast or circulated or otherwise used in any way whatsoever except as expressly stated either in such materials or in this Schedule without express written permission of the College Board or permission of the copyright owner. Any modification of the Content, or any portion thereof, or use of the Content for any other purpose constitutes an infringement of the College Board's copyrights and other proprietary rights. Use of the Content on any other website (including, without limitation, internal websites and social media sites) or other networked computer environment is prohibited without prior written permission from the College Board. **Customer agrees not to reproduce, duplicate, copy, sell, resell, or exploit for any commercial purposes any portion of the SpringBoard Program, use of the SpringBoard Program, or access to the SpringBoard Program.**

Customer agrees and acknowledges that Workshops and Products, including, but not limited to, training notes, and materials and booklets provided to participants, including all copies thereof, are the sole and exclusive property of the College Board. Copying, disseminating or posting any SpringBoard Program material on Customer's internal or any external website, including social media sites, or creating and sharing derivative works of the materials is a breach of Customer's agreement with the College Board and the College Board's intellectual property rights. Customer may solely use the Products described herein for the professional development and coaching services provided by the College Board in connection with Workshop participants' knowledge and use of the SpringBoard Program.

Except for the license expressly granted herein, Customer shall have no rights to or other interests in SpringBoard Digital, materials or Content. The College Board reserves all rights not explicitly granted to Customer under this Schedule.

Customer agrees that it shall not post any SpringBoard Program material on Customer's internal or any external website, and shall advise all SpringBoard Program teachers and students that posting any such material, including answers to any questions on SpringBoard Digital or in SpringBoard student or teacher editions is a violation of the College Board's copyright. Customer agrees that it shall not offer for resale, and shall advise its teachers and administers not to offer

Force Majeure. Either party may be excused from performance of an obligation under this Agreement in the event that performance of that obligation by such party is prevented by an act of God, act of war, terrorism, riot, fire, explosion, flood or other circumstance that is beyond the control of, and could not reasonably be avoided by, such party.

Payment. This Agreement supersedes any conflicting terms and conditions contained in Customer's purchase order. Customer shall pay all shipping charges including any additional fees for expedited shipping requested by Customer. Customer may return or exchange, at Customer's expense, consumable editions which are in new condition and have not yet been used up to thirty (30) days after receipt. College Board will issue refunds within thirty (30) days upon receipt of the returned editions for accounts that have been paid.

Customer agrees to pay any applicable sales, use, value added or other taxes or import duties (other than the College Board's corporate income taxes) based on, or due as a result of, any fees paid to the College Board under this Schedule, unless Customer is exempt from such taxes as the result of Customer's corporate or government status. Customer shall furnish the College Board with a valid tax exemption certificate.

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CollegeBoard **SpringBoard**

2019-2020 California Materials Order Form

To place an order: Return signed order form with purchase order/check to:
FAX: 646-607-2881 OR EMAIL: SpringBoardOrders@collegeboard.org

Questions? Contact the SpringBoard Team 877-999-7723

Step 1. Enter Your Contact Information

School Name	Willow Elementary
Contact for Materials	Manuel Bojorquez
Contact Email Address:	manuel.bojorquez@sysdschools.org
Contact Phone:	(619)428-4476 Ext. 3799
IT Contact Name/Email:	Todd Lewis - todd.lewis@sysdschools.org

Step 2. Materials: Enter quantities and shipping location below

Shipping Information (required information) * Will receive tracking information via email

Location Type	School
Ship Location	San Ysidro School District's Warehouse
Address 1	4350 Otay Mesa Road
Address 2	
City	San Ysidro
State, Zip	CA, 92173

Ship To Contact	Manuel Bojorquez
Phone	(619)428-4476 Ext. 3799
Email *	manuel.bojorquez@sysdschools.org
Special Delivery Instructions:	

Math National Edition

PRINT EDITIONS	STUDENT EDITIONS				TEACHER EDITIONS			
Title	ISBN	Price	Quantity	Cost	ISBN	Price	Quantity	Cost
Course 1 - 2014©	978-1-4573-0148-3	$17.95	150	$ 2,692.50	978-1-4573-0155-1	$91.00		$ -
Course 2 - 2014©	978-1-4573-0149-0	$17.95		$ -	978-1-4573-0156-8	$91.00		$ -
Course 3 - 2014©	978-1-4573-0150-6	$17.95		$ -	978-1-4573-0157-5	$91.00		$ -
Algebra 1 -2014©	978-1-4573-0151-3	$18.95		$ -	978-1-4573-0158-2	$94.00		$ -
Geometry - 2015©	978-1-4573-0152-0	$19.45		$ -	978-1-4573-0159-9	$98.00		$ -
Algebra 2 - 2015©	978-1-4573-0153-7	$19.45		$ -	978-1-4573-0160-5	$98.00		$ -
Integrated Math I 2017©	978-1-4573-0542-9	$18.95		$ -	978-1-4573-0549-8	$94.00		$ -
Integrated Math II 2017©	978-1-4573-0543-6	$19.45		$ -	978-1-4573-0550-4	$98.00		$ -
Integrated Math III 2017©	978-1-4573-0544-3	$19.45		$ -	978-1-4573-0551-1	$98.00		$ -
Precalculus - 2015©	978-1-4573-0154-4	$19.45		$ -	978-1-4573-0161-2	$98.00		$ -

Strategy Posters	Price	Quantity	Cost
Math Strategy Poster Set (2 Posters)	$8.95		$ -

Math Total	$2,692.50

Step 3. Indicate Payment and Sign Order Form (ORDER WILL NOT BE PROCESSED WITHOUT A SIGNATURE BELOW)

Select Payment Type: PO #

I verify that the information and quantities indicated on this form are accurate and that I am authorized to approve this order on behalf of the district/schools indicated. I understand and accept the terms and conditions outlined in the "Policies" section of this form.

		X	
Print Name	Title	Signature (REQUIRED)	Date

Continue to Page 2 for ELA and ELD Materials

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CollegeBoard SpringBoard

2019-2020 California Materials Order Form

ELA California Edition & ELD

ELA ELD Bundles	*Bundle price includes 1 ELA and 1 ELD Student Edition* *Teacher Editions must be purchased separately*			
TITLE	ISBN	Price	Quantity	Cost
ELA/ELD Bundle - Grade 6©	2016CAELDGR6SE	$23.35		$ -
ELA/ELD Bundle - Grade 7©	2016CAELDGR7SE	$23.35		$ -
ELA/ELD Bundle - Grade 8©	2016CAELDGR8SE	$23.35		$ -
ELA/ELD Bundle - Grade 9©	2016CAELDGR9SE	$24.85		$ -
ELA/ELD Bundle - Grade 10©	2016CAELDGR10SE	$24.85		$ -
ELA/ELD Bundle - Grade 11©	2016CAELDGR11SE	$24.85		$ -
ELA/ELD Bundle - Grade 12©	2016CAELDGR12SE	$24.85		$ -

PRINT EDITIONS	STUDENT EDITIONS				TEACHER EDITIONS			
ELA California Edition	ISBN	Price	Quantity	Cost	ISBN	Price	Quantity	Cost
Grade 6 - 2017©	978-1-4573-0462-0	$19.25		$ -	978-1-4573-0469-9	$92.00		$ -
Grade 7 - 2017©	978-1-4573-0463-7	$19.25		$ -	978-1-4573-0470-5	$92.00		$ -
Grade 8 - 2017 ©	978-1-4573-0464-4	$19.25		$ -	978-1-4573-0471-2	$92.00		$ -
Grade 9 - 2017©	978-1-4573-0465-1	$19.95		$ -	978-1-4573-0472-9	$98.00		$ -
Grade 10 - 2017©	978-1-4573-0466-8	$19.95		$ -	978-1-4573-0473-6	$98.00		$ -
Grade 11 - 2017©	978-1-4573-0467-5	$19.95		$ -	978-1-4573-0474-3	$98.00		$ -
Senior English - 2017©	978-1-4573-0468-2	$19.95		$ -	978-1-4573-0475-0	$98.00		$ -

ELD©	ISBN	Price	Quantity	Cost	ISBN	Price	Quantity	Cost
ELD - Grade 6 2017©	978-1-4573-0476-7	$12.95		$ -	978-1-4573-0483-5	$92.00		$ -
ELD - Grade 7 2017©	978-1-4573-0477-4	$12.95		$ -	978-1-4573-0484-2	$92.00		$ -
ELD - Grade 8 2017©	978-1-4573-0478-1	$12.95		$ -	978-1-4573-0485-9	$92.00		$ -
ELD - Grade 9 2017©	978-1-4573-0479-8	$13.25		$ -	978-1-4573-0486-6	$98.00		$ -
ELD - Grade 10 2017©	978-1-4573-0480-4	$13.25		$ -	978-1-4573-0487-3	$98.00		$ -
ELD - Grade 11 2017©	978-1-4573-0481-1	$13.25		$ -	978-1-4573-0488-0	$98.00		$ -
ELD - Senior English 2017©	978-1-4573-0482-8	$13.25		$ -	978-1-4573-0489-7	$98.00		$ -

ELA/ELD Total	$0.00

Continue to Page 3 for Close Reading Workshop, Writing Workshop & ELA Posters

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CollegeBoard SpringBoard

2019-2020 California Materials Order Form

Close Reading Workshop, Writing Workshop & ELA Posters

ELA Close Reading Workshop / Writing Workshop Bundle	*Bundle price includes 1 CRW and 1 WW Student Edition Teacher Editions must be purchased separately*			
TITLE	**ISBN**	**Price**	**Quantity**	**Cost**
CRW/WW Bundle - Grade 6©	2016CACRWGR6SE	$12.95		$ -
CRW/WW Bundle - Grade 7©	2016CACRWGR7SE	$12.95		$ -
CRW/WW Bundle - Grade 8©	2016CACRWGR8SE	$12.95		$ -
CRW/WW Bundle - Grade 9©	2016CACRWGR9SE	$12.95		$ -
CRW/WW Bundle - Grade 10©	2016CACRWGR10SE	$12.95		$ -
CRW/WW Bundle - Grade 11©	2016CACRWGR11SE	$12.95		$ -
CRW/WW Bundle - Grade 12©	2016CACRWGR12SE	$12.95		$ -

PRINT EDITIONS	STUDENT EDITIONS				TEACHER EDITIONS			
ELA Close Reading Workshop©	**ISBN**	**Price**	**Quantity**	**Cost**	**ISBN**	**Price**	**Quantity**	**Cost**
CRW - Grade 6 2017©	978-1-4573-0702-7	$8.99		$ -	978-1-4573-0709-6	$29.99		$ -
CRW - Grade 7 2017©	978-1-4573-0703-4	$8.99		$ -	978-1-4573-0710-2	$29.99		$ -
CRW - Grade 8 2017©	978-1-4573-0704-1	$8.99		$ -	978-1-4573-0711-9	$29.99		$ -
CRW - Grade 9 2017©	978-1-4573-0705-8	$8.99		$ -	978-1-4573-0712-6	$29.99		$ -
CRW - Grade 10 2017©	978-1-4573-0706-5	$8.99		$ -	978-1-4573-0713-3	$29.99		$ -
CRW - Grade 11 2017©	978-1-4573-0707-2	$8.99		$ -	978-1-4573-0714-0	$29.99		$ -
CRW - Grade 12 2017©	978-1-4573-0708-9	$8.99		$ -	978-1-4573-0715-7	$29.99		$ -

ELA Writing Workshop©	ISBN	Price	Quantity	Cost	ISBN	Price	Quantity	Cost
WW - Grade 6 2017©	978-1-4573-0688-4	$9.99		$ -	978-1-4573-0695-2	$29.99		$ -
WW - Grade 7 2017©	978-1-4573-0689-1	$9.99		$ -	978-1-4573-0696-9	$29.99		$ -
WW - Grade 8 2017©	978-1-4573-0690-7	$9.99		$ -	978-1-4573-0697-6	$29.99		$ -
WW - Grade 9 2017©	978-1-4573-0691-4	$9.99		$ -	978-1-4573-0698-3	$29.99		$ -
WW - Grade 10 2017©	978-1-4573-0692-1	$9.99		$ -	978-1-4573-0699-0	$29.99		$ -
WW - Grade 11 2017©	978-1-4573-0693-8	$9.99		$ -	978-1-4573-0700-3	$29.99		$ -
WW - Grade 12 2017©	978-1-4573-0694-5	$9.99		$ -	978-1-4573-0701-0	$29.99		$ -

Strategy Posters	Price	Quantity	Cost
ELA Strategy Poster Set (3 Posters)	$12.95		$ -

ELA Total	$0.00
Math Total	$2,692.50
Shipping (10%)	$269.25
Overall Total	**$2,961.75**

Continue to Page 4 for Terms and Conditions

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CollegeBoard SpringBoard

Below are the terms and conditions for your use of SpringBoard®.

By acquiring College Board's SpringBoard® program, you ("Customer" or "You") accept the terms of this Agreement. Should Customer fail to comply with these requirements, the College Board will terminate online access without liability. If Customer subscribes to SpringBoard pursuant to a separate written contract or order form with the College Board ("CRS Agreement"), the terms of the separate written CRS Agreement between the College Board and Customer for SpringBoard supersede the terms contained herein to the extent they conflict with any terms in this Agreement.

SpringBoard® Program Overview. The College Board's SpringBoard Program, a proprietary program that helps prepare 6th through 12th grade students to succeed at college-level work, includes student and teacher editions, a website license to SpringBoard Digital and professional development and coaching services, that feature rigorous standards, instructional resources, and formative assessments in mathematics and/or English language arts through a web-supported, integrated program (the "SpringBoard Program"). For more details on the SpringBoard Program, see: http://springboardprogram.collegeboard.org/.

License Grant. The following licenses are referred to herein collectively as the "Licenses".

Site License. The College Board hereby grants to Customer a limited, non-exclusive, non-transferable, non-assignable, revocable license during the Term of this Agreement to access and use the SpringBoard website ("SpringBoard Digital") and to allow each of the participating schools ("Schools") to use SpringBoard Digital in accordance with the terms and conditions governing use of and access to SpringBoard Digital for teachers and for students located at Customer's URL to access SpringBoard Digital ("Site Terms and Conditions"), and to use all content available on SpringBoard Digital in print or otherwise provided to Customer, and the privacy policy for SpringBoard Digital also located at Customer's URL ("Privacy Policy"). Access to SpringBoard Digital is for the sole purpose of improving teaching and learning of students in the grades designated by Customer in mathematics and/or English language arts within the Schools. Unless Customer is ordering SpringBoard "Digital Only", College Board shall provide Customer with one consumable student edition for each license granted for students and one teacher edition for each teacher. College Board shall provide Customer with these consumable editions annually at the start of each school year.

Schools' Compliance with License Terms. Customer shall be responsible for the Schools' compliance with the terms of all Licenses.

Access to SpringBoard. Customer will access SpringBoard Digital via the College Board's website. Customer understands and agrees that there is a risk of interruption to websites. Additionally, the website may be suspended from time to time for administrative purposes, as necessary, including but not limited to, system maintenance. The College Board may change the technical functionality of the website at any time upon notice (where reasonable) to Customer to the extent necessary to address technical and other business needs of the College Board.

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Restrictions on Use. Customer shall not: (a) sell, rent, lease, loan, sublicense, disseminate, assign, reverse engineer, attempt to derive the source code of, transfer or otherwise provide access to third parties, make the website available for use by third parties or use the website for the benefit of any third party; (b) copy, reproduce, modify, adapt, translate or create any derivative works from the website; (c) remove, alter, obscure or tamper with any trademark, copyright or other proprietary markings or notices affixed to or contained within the website; or (d) encourage or permit any user or other third party to engage in any of the foregoing. Customer shall be responsible for ensuring that all students and teachers comply with the terms of this Schedule. If Customer violates any of the provisions hereof, the College Board shall have the right to terminate your right to use of SpringBoard Digital, without waiver of any other remedy, whether legal or equitable.

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Customer Obligations. Customer shall provide certain information on the participating students in the Schools for the SpringBoard Program ("Registration Information"). Unless the College Board otherwise directs, the Registration Information shall include each student's username, password, and first and last name. At no additional cost to Customer, Customer may use a third party to upload and manage the Registration Information for students participating in the SpringBoard Program. Such third parties, include, without limitation, Zink Reading Labs, Turnitin, Desmos and Clever. Customer may also choose to manually update the Registration Information directly on the SpringBoard Site.

Customer shall comply with the Family Educational Rights and Privacy Act, 20 U.S.C. s. 1232g, and its implementing regulations, 34 C.F.R. pt. 99 ("FERPA") in connection with the SpringBoard Program. Customer shall obtain any and all consents necessary for students to participate in the SpringBoard Program, and Customer shall include in its annual notification of rights under FERPA criteria that support the designation of the College Board and its employees as school officials with legitimate educational interests. Customer authorizes the College Board to use personally identifiable, non-directory information to conduct studies with the purpose of improving instruction for the SpringBoard Program in accordance with 34 C.F.R. 99.31(a)(6)(i).

Customer Representations Customer has designated as "directory information" for purposes of FERPA, a student's name, the most recent educational agency or institution attended, and the other items specifically identified as directory information in 34 C.F.R. 99.3. To the extent the Registration Information includes only such directory information, the College Board may redisclose the Registration Information in accordance with the Privacy Policy without the consent of the parent or student eighteen (18) years of age or older.

To the extent that the Registration Information or other personally identifiable information from education records of students disclosed by Customer to the College Board includes information other than directory information, for purposes of FERPA the College Board and its employees and independent contractors are "school officials" whom Customer has determined to have "legitimate educational interests", and Customer may disclose such non-directory information to the College Board consistent with FERPA and other applicable law and policy.

Customer has a policy on acceptable use of computer equipment and services by teachers, other staff, and students that is at least as rigorous as the Site Terms and Conditions. The Site Terms and Conditions are consistent with and sufficient under Customer's computer use and other relevant policies.

Customer has a policy on confidentiality of student records consistent with and sufficient under FERPA. The Privacy Policy is consistent with and sufficient under Customer's FERPA and other relevant policies.

Customer represents and warrants that it is empowered under applicable state laws to enter into and perform this Agreement and it has caused this Agreement to be duly authorized, executed and delivered.

You represent and warrant that you have obtained any consent that You require from, for example, Your management, superintendent, district Your school and any third parties to the extent consent is necessary to authorize You to enter into this Agreement.

General Disclaimer. THE COLLEGE BOARD HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

Limitation of Liability. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE COLLEGE BOARD AND ITS' AFFILIATES FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE WORK PERFORMED BY THE COLLEGE BOARD PURSUANT TO THIS AGREEMENT FROM ANY CAUSE OR CAUSES, INCLUDED BUT NOT LIMITED TO THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR WARRANTY EXPRESS OR IMPLIED OF THE COLLEGE BOARD OR ITS' AFFILIATES, SHALL NOT EXCEED THE ACTUAL AMOUNT PAID TO THE COLLEGE BOARD UNDER THIS AGREEMENT FOR THE SPECIFIC DELIVERABLE SUBJECT TO THE DAMAGES CLAIM. IN NO EVENT WILL THE COLLEGE BOARD AND ITS AFFILIATES HAVE ANY LIABILITY TO PURCHASER IN CONNECTION WITH THIS AGREEMENT FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTIAL, SPECIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM OR THEORY OF LIABILITY. TO THE EXTENT ALLOWED BY LAW, PURCHASER WILL INDEMNIFY, DEFEND AND HOLD HARMLESS, THE COLLEGE BOARD AGAINST THIRD PARTY CLAIMS THAT ARISE AS A RESULT OF THE BREACH OF THIS AGREEMENT BY CUSTOMER

Ownership of Intellectual Property. Customer agrees and acknowledges that all intellectual property provided under or pertaining to this Agreement, including, but not limited to, any College Board publications, College Board website(s), CD-ROMS, videos, examinations and all contained therein, including all copies thereof, all data and any parts thereof, all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights are the sole and exclusive property of the College Board. Nothing in this Agreement should be interpreted to indicate that the College Board is passing its proprietary rights in and to the College Board Intellectual Property to the Customer.

Confidentiality. All information exchanged hereunder to which either party shall have access in connection with this Agreement, including the terms of this Agreement, is confidential ("Confidential Information"), and except as otherwise expressly provided in this Agreement, neither party will authorize or permit the other party's Confidential Information to be conveyed or in any manner communicated to or made available to any third party or to be physically duplicated or reproduced or used by or for the benefit of any third party, in whole or in part; provided, however, that Confidential Information shall exclude any data or information that: (a) is publicly disclosed or expressly approved for public disclosure by the act of an authorized agent of either party; (b) becomes publicly known without breach of any confidentiality obligation; or (c) is required to be disclosed pursuant to any applicable law or regulation, government authority or duly authorized subpoena or court order, provided that the disclosing party in such event shall provide the other party with notice of such requirement as soon as practicable after such

Data Protection. The College Board shall take actions to ensure the security and confidentiality of Confidential Information. The College Board assures Customer that the College Board employs security controls designed to secure and protect personally identifiable information in a manner consistent with industry standards. The College Board shall maintain the Registration Information (defined in Section 3.1) that may be obtained pursuant to this Agreement in a secure computer environment and not copy, reproduce or transmit such data except as necessary to fulfill the purpose of the original request.

The College Board has security measures in place designed to help protect against loss, misuse and alteration of the data under the College Board's control. College Board shall develop, implement, maintain and use reasonably appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all stored, managed, retained,

Security Measures. To ensure the security and confidentiality of confidential records the College Board shall designate an employee responsible for the training and compliance of all College Board employees, agents, and assigns on compliance with security and confidentiality provisions detailed in this Agreement. The College Board warrants that the confidentiality requirements and security measures identified in the Agreement will be extended by contract to any and all subcontractors used by College Board, if any, to execute the terms of the Agreement. The College Board will use appropriate and reliable storage media, regularly backup student records and retain such backup copies for the duration of the Agreement and as defined by the College Board. The Customer acknowledges that College Board utilizes cloud hosting service providers throughout its infrastructure. The College Board warrants that all student records will be stored in the United States where technically feasible and reasonable as determined solely by College Board. Customer acknowledges that in some cases the College Board may not be able to restrict the location of data due to limitations within the cloud hosting service provider capabilities.

Notice. In the event of an unauthorized disclosure of student records the Customer and College Board agree to notify the other party, fully investigate the incident and fully cooperate with any investigation of the incident, implement remedial measures and respond in a timely manner. Such notification shall be promptly performed as information becomes available but not greater than 30 calendar days immediately upon becoming aware of: (1) a confirmed compromise of student records, or of (2) circumstances that could have reasonably resulted in an unauthorized access to or disclosure of student records. Both Customer and College Board acknowledge that in the event of an unauthorized disclosure computer forensics teams may require many days, weeks or even months to fully ascertain the details surrounding the disclosure which may delay prompt notification within the 30 calendar day requirement.

Where information is available, Customer shall notify the parent or adult student of: (1) the nature of the unauthorized use or disclosure (e.g., security breach, nonconsensual re-disclosure, etc.); (2) the specific student records that were used or disclosed without authorization where possible; (3) what College Board and Customer have done or will do to mitigate any effects of the unauthorized use or disclosure; and (4) what corrective action College Board and Customer have taken or will take to prevent future occurrences. Except as otherwise required by law, College Board will not provide notice of the incident directly to the parent or adult student whose student records were involved, regulatory agencies, or other entities, without prior written permission from Customer.

Use of Cookies. A cookie is a small text file placed on your computer's hard drive when you visit a website. The cookie gives you a unique, random ID, and this ID enables our website(s) to readily recognize each user on a subsequent visit to the site(s). For example, a cookie may indicate the preferences you selected on a prior visit. This facilitates more efficient browsing on subsequent visits, by using your preferences to customize the content and/or layout of our site(s). The College Board may use cookies in this fashion. Visitors are free to set their Web browsers to prevent the acceptance of cookies. However, subscribers of SpringBoard Digital must enable cookies to access certain areas. Be aware that the College Board website cookies do not contain personally identifiable information. Some Service Providers use cookies on College Board site(s). The College Board has no access to or control over these cookies. This privacy statement covers the use of cookies by the College Board website(s) only and does not cover the use of cookies by any third-party providers.

Proprietary Rights. The College Board and its Service Providers have expended substantial time, effort, and funds to create the website(s) and SpringBoard Digital. Customer acknowledges and agrees that the College Board or College Board affiliates exclusively own the copyright to (or have been granted licenses by third parties to use) all rights, title, and interest in SpringBoard Digital and the information, data, databases, images, sound recordings, audio and visual clips, and other content (collectively, "Content") provided by the website(s). Certain materials specifically designated as belonging to another party are not owned by the College Board. No copyrighted material or other Content may be performed, distributed, downloaded, uploaded, modified, reused, reproduced, reposted, retransmitted, disseminated, sold, published, broadcast or circulated or otherwise used in any way whatsoever except as expressly stated either in such materials or in this Schedule without express written permission of the College Board or permission of the copyright owner. Any modification of the Content, or any portion thereof, or use of the Content for any other purpose constitutes an infringement of the College Board's copyrights and other proprietary rights. Use of the Content on any other website (including, without limitation, internal websites and social media sites) or other networked computer environment is prohibited without prior written permission from the College Board. **Customer agrees not to reproduce, duplicate, copy, sell, resell, or exploit for any commercial purposes any portion of the SpringBoard Program, use of the SpringBoard Program, or access to the SpringBoard Program.**

Customer agrees and acknowledges that Workshops and Products, including, but not limited to, training notes, and materials and booklets provided to participants, including all copies thereof, are the sole and exclusive property of the College Board. Copying, disseminating or posting any SpringBoard Program material on Customer's internal or any external website, including social media sites, or creating and sharing derivative works of the materials is a breach of Customer's agreement with the College Board and the College Board's intellectual property rights. Customer may solely use the Products described herein for the professional development and coaching services provided by the College Board in connection with Workshop participants' knowledge and use of the SpringBoard Program.

Except for the license expressly granted herein, Customer shall have no rights to or other interests in SpringBoard Digital, materials or Content. The College Board reserves all rights not explicitly granted to Customer under this Schedule.

Customer agrees that it shall not post any SpringBoard Program material on Customer's internal or any external website, and shall advise all SpringBoard Program teachers and students that posting any such material, including answers to any questions on SpringBoard Digital or in SpringBoard student or teacher editions is a violation of the College Board's copyright. Customer agrees that it shall not offer for resale, and shall advise its teachers and administers not to offer

Force Majeure. Either party may be excused from performance of an obligation under this Agreement in the event that performance of that obligation by such party is prevented by an act of God, act of war, terrorism, riot, fire, explosion, flood or other circumstance that is beyond the control of, and could not reasonably be avoided by, such party.

Payment. This Agreement supersedes any conflicting terms and conditions contained in Customer's purchase order. Customer shall pay all shipping charges including any additional fees for expedited shipping requested by Customer. Customer may return or exchange, at Customer's expense, consumable editions which are in new condition and have not yet been used up to thirty (30) days after receipt. College Board will issue refunds within thirty (30) days upon receipt of the returned editions for accounts that have been paid.

Customer agrees to pay any applicable sales, use, value added or other taxes or import duties (other than the College Board's corporate income taxes) based on, or due as a result of, any fees paid to the College Board under this Schedule, unless Customer is exempt from such taxes as the result of Customer's corporate or government status. Customer shall furnish the College Board with a valid tax exemption certificate.

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SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 11, 2019

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

FROM:
Educational Services
Manuela Colom, Executive Director

INITIAL:
☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS FOR THE MULTI-TIERED SYSTEM OF SUPPORT (MTSS) PROGRAM

BACKGROUND INFORMATION:
The District, acting as a consultant to the San Diego County Office of Education (SDCOE), has complied with all services listed and will receive a compensation of $7,960.00 for the 2018-19 school year.

- Participation in Technical Assistance (TA) provided by SDCOE in partnership with the California Department of Education, Butte County Office of Education, the SWIFT Center and other County Offices of Education
- Implement multi-tiered system of standards-based instruction, interventions, mental health, and academic and behavioral supports aligned with accessible instruction and curriculum
- Provide strategies that support student success in the least restrictive environment and foster greater inclusion.
- Leverage and coordinate multiple school and community resources
- Implement multi-tiered, evidence-based, data-driven district-wide and school-wide systems of academic and behavioral support
- Incorporate the types of practices, services and efforts into the LEA's LCAP

RECOMMENDATION:
Ratify the agreement with the San Diego County Superintendent of Schools for the Multi-Tiered System of Support Program. The District will receive compensation in the amount of $7,960.00 for school year 2018-19.

LCAP GOAL AND ACTION/SERVICE:
Goal 1: Student Achievement

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

Financial Implications? ☐ Yes ☒ No

Are funds for this item available in the 2019-2020 Budget? ☐ Yes ☐ No

Requisition #

REVENUE $7,960.00 (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, Ed.D., Superintendent
Secretary to the Board

Consultant Agreement

SDCOE Agreement No. _____

This Consultant Agreement, for the provision of services is entered into this 20th day of June, 2019, by and between the SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS (hereinafter referred to as "SDCOE") SAN YSIDRO SCHOOL DISTRICT (hereinafter referred to as "Consultant") who agrees to provide the following services to the SDCOE:

1. Scope of Services.
Consultant shall provide services as described in Exhibit "A" entitled "Special Provisions" attached hereto and made a part hereof.

2.Term of Agreement.
This Agreement shall be effective from the period commencing **July 1, 2018, and ending June 30, 2019**, unless sooner terminated by SDCOE as provided in the section of this Agreement entitled "Termination." Upon expiration or termination of this Agreement, Consultant shall return to SDCOE any and all equipment, documents or materials and all copies made thereof which Consultant received from SDCOE or produced for SDCOE for the purposes of this Agreement.

3. Termination.
This Agreement may be terminated with or without cause by SDCOE. Termination without cause shall be effective only upon 60-day written notice to Consultant. During said 60-day period Consultant shall perform all consulting services in accordance with this Agreement.

This Agreement may also be terminated by SDCOE for cause in the event of a material breach of this Agreement, misrepresentation by Consultant in connection with the formation of this Agreement or the performance of services, or the failure to perform services as directed by SDCOE. Termination for cause shall be affected by delivery of written notice of termination to Consultant. It is understood and agreed the termination may be delivered via email and shall be effective on the date sent.

4. Compensation and Reimbursement.
The SDCOE will compensate Consultant at a rate of **$7,960 (seven thousand nine hundred sixty dollars) for the term of this agreement.** Consultant understands and agrees that there shall be no payment in instances where services are not provided. All payments are made based upon a net 15 basis from receipt and approval of submitted invoice. The SDCOE reserves the right to prorate any compensation based upon the services actually performed.

Invoices must include the SDCOE assigned agreement number stipulated on the first page of this Agreement. Consultant will invoice SDCOE monthly for services that have been completed in the previous month.

Consultant may be reimbursed for reasonable and necessary expenses in accordance with SDCOE reimbursement policies provided such expenses are pre-approved by the SDCOE contact designee. Expense reimbursement requests require receipts, without accompanying receipts will not be reimbursed.

5. Confidential Relationship.
SDCOE may from time to time communicate to Consultant certain information to enable Consultant to effectively perform the services. Consultant shall treat all such information as confidential, whether or not so identified, and shall not disclose any part thereof without the prior written consent of the SDCOE. Consultant shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services. The foregoing

obligation of this Paragraph 5, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information; (ii) is, through no fault of Consultant, hereafter disclosed in publicly available sources of information; (iii) is now in the possession of Consultant without any obligation of confidentiality; (iv) is required to be disclosed by operation of law; or (v) has been or is hereafter rightfully disclosed to Consultant by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

Consultant shall not disclose any reports, recommendations, conclusions or other results of the services or the existence of the subject matter of this Agreement without the prior written consent of the SDCOE. In its performance hereunder, Consultant shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm or corporation.

6. Public Records Act.
Consultant acknowledges that the SDCOE is a public agency subject to the requirements of the California Public Records Act Cal. Gov. Code section 6250 et seq. The SDCOE acknowledges that Consultant may submit information that Consultant considers confidential, proprietary, or trade secret information pursuant the Uniform Trade Secrets Act (Cal. Civ. Code section 3426 et seq.), or otherwise protected from disclosure pursuant to an exemption to the California Public Records Act (Government Code sections 6254 and 6255). Consultant acknowledges that the SDCOE may submit to Consultant information that the SDCOE considers confidential or proprietary or protected from disclosure pursuant to exemptions to the California Public Records Act (Government Code sections 6254 and 6255). Upon request or demand of any third person or entity not a party to this Agreement ("Requestor") for production, inspection and/or copying of information designated by a Disclosing Party as Confidential Information, the Receiving Party as soon practical but within three (3) days of receipt of the request, shall notify the Disclosing Party that such request has been made, by telephone call, letter sent via facsimile and/or by US Mail to the address and facsimile number listed at the end of the Agreement. The Disclosing Party shall be solely responsible for taking whatever legal steps are necessary to protect information deemed by it to be Confidential Information and to prevent release of information to the Requestor by the Receiving Party. If the Disclosing Party takes no such action, after receiving the foregoing notice from the Receiving Party, the Receiving Party shall be permitted to comply with the Requestor's demand and is not required to defend against it.

7. Ownership of Documents.
All memoranda, reports, plans, specifications, maps and other documents prepared or obtained under the terms of this Agreement by or for SDCOE shall be the property of SDCOE and shall be delivered to SDCOE by Consultant upon demand.

Services provided to the SDCOE, and all participating schools therein, and all related materials including, but not limited to; audio; video; images; Consultant's name, slogans, quotes, writings; posters; and any other related materials which are exclusively owned by the Consultant will remain the exclusive property of the Consultant.

8. Fund Availability
Funding of this Agreement, if funded by the SDCOE, is contingent upon appropriation and availability of funds. Work performed in advance of Agreement approval shall be done at the sole risk of Consultant. In the event the funds are not available by operation of law or budget determination, SDCOE shall have the exclusive right to withhold funding.

9. Data Privacy and Protection
All SDCOE content/data (to include but not limited to: students, teachers, interns, aides, Principals, and other administrative personnel) information involved in this agreement shall continue to be the property of and under the control of the SDCOE.

All content/data created by the SDCOE or by its students or personnel using the service provided will cease to be retained by the Consultant at the conclusion of this Agreement and will, in fact, be removed from the Consultant's records.

The Consultant will not use any information in a student or personnel record for any purposes other than those required or specifically permitted by this Agreement. Any other use of the SDCOE's student and personnel information will not be undertaken without the express, written consent of the SDCOE.

The Consultant uses the following methods to ensure the privacy and security of all electronically stored information:

- transmission of student and personnel information is always via secure protocols (SFTP, SSL and/or encryption)
- no data transmission occurs via email
- student and personnel data are stored in an encrypted form and programmatic access to that data is done using secure coding standards without visible account or password information
- all server systems including data storage are maintained in a locked, secure, environmentally controlled facility
- all server systems have been hardened with industry standard recommended measures for security protection

The Consultant will notify the SDCOE within 24 hours of the Consultant discovering an unauthorized access or disclosure of SDCOE data.

The Consultant and the SDCOE will work together to ensure compliance with FERPA regulations as applicable.

10. No Assignments.
Neither any part nor all of this Agreement may be assigned or subcontracted, except as otherwise specifically provided herein, or to which SDCOE, in its sole discretion, consents to in advance thereof in writing. Any assignment or subcontracting in violation of this provision shall be void.

11. Audit.
Consultant agrees to maintain and preserve, until three (3) years after termination of the Agreement with the SDCOE and to permit the State of California or any of its duly authorized representatives, to have access to and to examine and audit any pertinent books, documents, papers, and records related to this Agreement.

12. Independent Contractor.
It is expressly understood that at all times, while rendering the services described herein, and in complying with any terms and conditions of this Agreement, Consultant is acting as an independent contractor and not as an officer, agent, or employee of the SDCOE.

13. Licenses, Permits, Etc.
Consultant represents and declares to SDCOE that it has all licenses, permits, qualifications, and approvals of whatever nature that is legally required to practice its profession. Consultant represents and warrants to SDCOE that Consultant shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for Consultant to practice its profession.

14. Consultant's Insurance.
The Consultant shall maintain and shall cause each Subcontractor to maintain Public Liability and Property Damage Insurance to protect them and the SDCOE from all claims for personal injury, including accidental death, as well as from all claims for property damage arising from the operations under this Agreement. The minimum amounts of such insurance shall be as hereinafter set forth.

Required Amounts of Insurance:

General Liability Comprehensive form - Products/Completed Operations	Bodily Injury and Property Damage	$1,000,000 Amount
Auto Liability Comprehensive form - Owned, Nonowned Hired	Bodily Injury and Property Damage Combined	$100,000/$300,000 Amount

The Consultant shall file, with the SDCOE, Certificates of Insurance indicating a thirty-day (30) cancellation notice and naming the **SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS** as an additional insured.

15. Workers' Compensation.
The Consultant shall provide workers' compensation insurance or shall self-insure their services in compliance with provisions of Section 3700 of the Labor Code of the State of California. A Certificate of Insurance may be provided, providing for such, or Consultant shall sign and file on company letterhead stationery with the SDCOE the following certificate:

> "I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provision of that Code, and I will comply with such provision before commencing the performance of the work of this Agreement."

16. Tuberculosis Clearance.
Consultant shall certify in writing that Consultant's employees, volunteers, and subcontractors receive clearance for TB.

17. Pupil Safety/School Safety Act.
Consultant shall comply with all provisions of Education Code section 45125.1 et seq., as applicable to the determination below. The SDCOE has completed the "Pupil Safety Provisions" below certifying the level of contact that Consultant is expected to have with SDCOE'S pupils.

_____ The SDCOE has determined that greater then limited contact with pupils may occur under the terms of this Agreement. Fingerprinting and certification will be required of the Consultant. No work may take place until the requirements of Education Code section 45125.1 have been met.

_____The SDCOE has determined that limited contact with pupils may occur under the terms of this Agreement. In lieu of fingerprinting, a SDCOE employee will provide supervision at all times when the Consultant has contact with pupils.

XXXX The SDCOE has determined that there will be no contact with pupils under the terms of this Agreement.

The above determination is made by Shannon Baker, Ed.D.

Signature _____ Date 6/20/19
(SDCOE Program Manager/Director)

18. Indemnification.
Consultant agrees to hold harmless, defend, and to indemnify the SDCOE, accept any and all responsibility for loss or damage to any person or entity, including SDCOE, and to indemnify, hold harmless, and release SDCOE, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Consultant, that arise out of, pertain to, or relate to Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant agrees to provide a complete defense for any claim or action brought against SDCOE based upon a claim relating to such Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant's obligations under this Section apply whether or not there is concurrent negligence on SDCOE's part, but to the extent required by law, excluding liability due to SDCOE's conduct. SDCOE shall have the right to select its legal counsel at Consultant's expense, subject to Consultant's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

19. Tobacco-Free Facility.
The SDCOE is a tobacco-free facility. Tobacco use (smoked or smokeless) is prohibited at all times on all areas of or within SDCOE property.

20. Notices.
All notices, legal or otherwise, shall be provided as follows:

SDCOE:
Gail Paradeza, Coordinator
6401 Linda Vista Rd
San Diego, CA 92111
858-292-3603
gparadeza@sdcoe.net

With copy to: Assistant Superintendent, Business Services and
SDCOE Legal Services
6401 Linda Vista Rd
San Diego, CA 92111

Consultant:
_____, _____
_____
_____, __ ____
___-___-____
_____

21. Amendment.
No oral or other agreements or understandings shall be effective to modify or alter the written terms of the agreement. This Agreement may be amended or modified only by a written instrument signed by the SDCOE and by a duly authorized representative of the Consultant.

22. Governing Law/Venue.
In the event of litigation, the Agreement and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate state or federal court located in San Diego County.

23. Compliance with Law.
The Consultant shall be subject to, and shall comply with, all federal, state, and local laws and regulations applicable to its performance under this Agreement including, but not limited to: licensing, employment, purchasing practices, wages, hours, and conditions of employment, including non-discrimination.

24. Debarment, Suspension or Ineligibility Clause.
By signing this Agreement, the Consultant certifies that the Consultant, and any of its principles and/or subcontractors:

i. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency, and;
ii. Have not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with containing, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statues or commission of embezzlement, theft, forgery, bribery falsification or destruction of records, making false statements, or receiving stolen property. Consultant certifies that no employee, officer, agent, or subcontractor who may come in contact with students in performance of this Agreement, has been convicted of a serious or violent felony.

25. Final Approval.
This Agreement is of no force or effect until approved by signature by the SDCOE Superintendent of Schools or his designee, the Assistant Superintendent of Business Services.

26. Employment with Public Agency and Retirees.
Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are being performed pursuant to this Agreement. Retirees should seek guidance from their respective retirement system to avoid a loss of retirement benefits.

27. Counterparts.
This Agreement (and any amendments) may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. Documents delivered electronically shall be valid and binding.

28. Entire Agreement.
This Agreement represents the entire Agreement and understandings of the parties hereto and no prior writings, conversations or representations of any nature shall be deemed to vary the provisions hereof. This Agreement may not be amended in any way except by a writing duly executed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, such parties acting by their representatives being thereunto duly authorized.

SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS	CONSULTANT
By (Authorized Signature)	By (Authorized Signature)
Michael Simonson Name (Type or Print)	Name (Type or Print)
Deputy Superintendent, CBO Title	Title
Date	Date

EXHIBIT A
SPECIAL PROVISIONS

A. Scope of Services.

Consultant shall provide the following services:

1. Participation in Technical Assistance (TA) provided by SDCOE in partnership with the California Department of Education, Butte County Office of Education, the SWIFT Center and other County Offices of Education.
2. Implement an integrated multi-tiered system of standards-based instruction, interventions, mental health, and academic and behavioral supports aligned with accessible instruction and curriculum using the principles of universal design, such as UDL, established in the state curriculum frameworks and Local Control Accountability Plans (LCAPs), which are required to demonstrate how the services provided for low income pupils, foster youth, and English learners are increased or improved for these pupils (5 CCR 15496)).
3. Provide strategies that support student success in the least restrictive environment and foster greater inclusion.
4. Leverage and coordinate multiple school and community resources.
5. Implement multi-tiered, evidence-based, data-driven district-wide and school-wide systems of academic and behavioral support.
6. Incorporate the types of practices, services, and efforts listed in numbers 2-5 into LEAs' LCAPs.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board **BOARD MEETING DATE:** July 11 2019

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

FROM:
Special Education,
Oscar Madera, Director

INITIAL:
☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH WESTED FOR SCHOOL YEAR 2019-2020

BACKGROUND INFORMATION:
WestEd will be conducting a review of data and information gathering on the outcomes for students receiving Special Education services per their Individualized Education Programs (IEPs). The outcome of this review will be the development of recommendations for areas of focus and next steps to support the improvement of outcomes for students receiving Special Education services.

RECOMMENDATION:
Approve/Ratify the agreement with WestEd to conduct a review of data for Special Education at a total cost up to $22,000.00 from the Special Education fund.

LCAP GOAL AND ACTION/SERVICE:

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

Financial Implications?	Are funds for this item available in the 2019-2020 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$22,000.00	Special Education	--
(Amount)	(Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 12th day of July 2019, by and between the San Ysidro School District, hereinafter called the "District", and

WestEd Company/Consultant	415-615-3136 Telephone Number
730 Harrison Street, San Francisco, CA 94107-1242 Address	contracts@wested.org Website

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

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

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

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

1.2 TERM

From: July 1, 2019 To: June 30, 2020

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

2 FEES AND PAYMENTS

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

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

3. ADDITIONAL SERVICES.

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

4 RESPONSIBLIITIES OF CONSULTANT

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

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

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

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

at all times be under Consultant's 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 appropriates 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 $2,000,000 per occurrence with an aggregate limit of not less than $5,000,000 and shall cover all of Consultant's employees, officials and agents. Coverage shall apply to any dishonest, fraudulent, malicious or criminal use of Consultants or computer system or to obtain financial benefit for any party; to steal, take or provide unauthorized access of electronic data, including publicizing confidential electronic data or causing confidential electronic data to be accessible to unauthorized persons; transfer and for Third-Party Liability encompassing judgements or settlement and defense costs arising out of litigation due to a data breach and data breach response costs for customer notification and credit monitoring service fees. **District waives** _____

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

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

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

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

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

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

Acceptability of Insurers

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

Claims Made Policies (note – should be applicable only to professional liability, see below)
If any of the required policies provide claims-made coverage:

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

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

5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

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

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

5.2 SUSPENSION OF SERVICES

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

5.3 TERMINATION OF AGREEMENT

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

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

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

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

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

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

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

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

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

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

5.5 SAFETY

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

5.6 PROJECT STAFFING

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

5.7 INDEMNIFICATION

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.

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:	WestEd
Name:	Virgilio F. Tinio, Jr.
Title:	Director of Grants and Contracts
Address:	730 Harrison Street
City/State/Zip Code:	San Francisco, CA 94107-1242
Telephone:	415-615-3136
Email:	contracts@wested.org

DISTRICT:	San Ysidro School District	
Name:	Marilyn Adrianzen	Oscar Madera
Title:	Chief Business Official	Special Education Director
Address:	4350 Otay Mesa Road	4350 Otay Mesa Road
City/State/Zip code:	San Ysidro, CA 92173	San Ysidro, CA 92173
Telephone:	(619) 428-4476	(619) 428-4476
Email:	marilyn.adrianzen@sysdschools.org	oscar.madera@sysdschools.org

6 ENTIRE AGREEMENT

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

7 WARRANTY OF AUTHORITY:

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

CONSULTANT	DISTRICT
WestEd	**San Ysidro School District**
Firm Name	Firm Name
Signature of Authorized Agent	Signature
Virgilio F. Tinio, Jr.	Marilyn Adrianzen, Chief Business Official
Print Name, Title	Print Name, Title
Date:	Date
Phone Number: (415) 615-3136	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 ECTION 45125.1 and
Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c)
Fingerprinting and Criminal Background Investigation Requirements

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

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

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

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

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

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

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

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

Company Name:_____

Name/title of authorized representative *(Print)* _____

Signature _____ Date _____

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

EXHIBIT A

SCOPE OF SERVICES

WestEd will be conducting a review of data and information gathering on the outcomes for students receiving special education services in their program for students with Individualized Education Programs (IEPs). The outcome of this review will be the development of recommendations for areas of focus and next steps to support the improvement of outcomes for students receiving special education services.

Fees shall not exceed: $22,000.00.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 11, 2019

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

FROM:
Educational Services
Manuela Colom, Executive Director

INITIAL:
☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH THE SAN DIEGO COUNTY OFFICE OF EDUCATION FOR THE OUTDOOR EDUCATION PROGRAM 6TH GRADE CAMP – ELEMENTARY SCHOOLS

BACKGROUND INFORMATION:

Each year the Governing Board approves the participation of the District's sixth grade students to attend a sixth grade camp. Some of our students have not had the opportunity to go camping; this would allow our sixth graders to enjoy the experience of participating in fun-filled educational activities that will teach them social skills away from their home environment.

Elementary Schools have selected Camp Cuyamaca, a San Diego County Office of Education sponsored camp for their sixth grade camp for school year 18-19, 19-20 and 20-21. In entering 2 or 3-year agreements, the District would receive a significant discount on the student fees/rates. In addition to the student fee, there is a per teacher daily rate of $11.00 and daily per student insurance fee of $0.28. The cost implications for the Sixth Grade Camp will be paid with pupil fees and school fundraisers plus bus transportation fees from the supplemental and concentration funds.

School	Week of:	# Students	# of Years	Year 19-20	Rate	Estimated Cost
La Mirada	10/21/19	65	3	2 of 3	$246.76	$16,039.40*
Ocean View	04/13/20	80	3	2 of 3	$254.84	$20,382.20*
Smythe	02/24/20	80	3	2 of 3	$247.48	$19,798.40*
Sunset	02/24/20	80	2	1 of 2	$241.57	$19,325.60*
Willow	05/26/20	80	3	3 of 3	$236.56	$18,924.80*
Total						$94,470.40 *

* The above estimates do not include the insurance, teacher or transportation fees. Some additional discounts may apply.

RECOMMENDATION:

Approve/Ratify the 2 and 3-year agreements with the San Diego County Office of Education for our Elementary Schools' sixth grade students to attend the Cuyamaca Camp at an estimated annual cost of $94,470.40 from student fees, school fundraisers and Supplemental & Concentration funds.

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 2019-2020 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

ESTIMATED $94,470.40 (Amount)	Student Fees, School Fundraisers and Supplemental & Concentration Fund (Name of funding source and/or location)	-- (Funding account number)

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

Superintendent's Office Certification:

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

san diego county office of EDUCATION
FUTURE WITHOUT BOUNDARIES™

AGREEMENT FOR PARTICIPATION AND SERVICES 2019-2020
OUTDOOR EDUCATION PROGRAM

CUYAMACA OUTDOOR SCHOOL The Original EST. 1946 6TH GRADE CAMP

THIS AGREEMENT is entered into this **1st** day of April, 2019, by and between the Superintendent of Schools, Office of Education, San Diego County, hereinafter called the OFFICE and La Mirada School hereinafter called the SCHOOL/DISTRICT.

WHEREAS, the OFFICE operates for the schools of San Diego County an outdoor education program at designated sites and authorized by the Education Code Section 35335 and following and 8760 and following; and

WHEREAS, the SCHOOL/DISTRICT desires to participate in said program; NOW, THEREFORE, the parties agree as follows:

I Use and Occupancy of Outdoor Education Premises and Facilities

A. The OFFICE agrees to provide:

(1) Administration and operation of the outdoor education program.

(2) Outdoor science education and conservation instructional and supervision services for an educational program.

(3) Sites, buildings, utilities, and maintenance.

(4) Food and its preparation.

(5) All staff other than school district employees accompanying students.

(6) Preparation and distribution of outdoor school schedules designating the site to be attended and the specific dates of attendance.

(7) Promotion of the outdoor school program.

(8) Transportation for students while in camp.

B. The SCHOOL/DISTRICT agrees to:

(1) Pay to the OFFICE a "per pupil fee" " less any applicable discounts, based on the number of SCHOOL/DISTRICT student's actual attendance at any time during each encampment.

(2) In the event that the actual total number of SCHOOL/DISTRICT students attending during the agreement period is less than the minimum guaranteed number of students noted in section III.B., then the SCHOOL/DISTRICT shall pay OFFICE a "per pupil fee" to cover the difference between the guaranteed number and the number in actual attendance. Payments shall be made as noted in section B.(5).

(3) For purposes of this agreement:

(a) "Pupil fee" means that per pupil amount established by the OFFICE for a school year as the cost of a pupil's instruction, food, lodging, and support services.

(b) Attendance for any portion of a day shall be counted a full day in camp.

(c) No refund of fees shall be made for students sent home for disciplinary reasons.

(4) Payments to OFFICE for all fees under this agreement shall be made as follows:

(a) For San Diego County School Districts and Schools, payment shall be made by way of an auditor's cash transfer initiated by the OFFICE after each student encampment. OFFICE will provide DISTRICT/SCHOOL appropriate detailed backup for all charges.

(b) For private schools and out-of-county schools/districts, or others not subject to an auditor's transfer, OFFICE will invoice the participating schools or districts and payment shall be made to OFFICE within 30 days of invoice. Invoices that are not paid in full within 30 days after invoice will be considered past due and will be subject to a 1.5% per month late fee on any outstanding balance, which will compound until paid in full. If collections are necessary, debtor agrees to pay all costs of collection, including but not limited to reasonable attorney's fees, court costs, and third party collection agencies.

(5) Provide transportation for pupils to and from outdoor school. In the event of an emergency closure of the camp facility, the SCHOOL/DISTRICT is responsible to evacuate students from the facility. If the SCHOOL/DISTRICT is unable to provide transportation within the timeframe needed to ensure the safety of students, the OFFICE will provide transportation and invoice the SCHOOL/DISTRICT for the actual cost of transportation.

(6) Secure necessary funding so no child will be denied the outdoor school experience because of inability to pay.

(7) Provide approximately one classroom teacher for every 30 pupils to actively participate in the 24-hour per day program under the direction of the site administrator.

(8) Comply with the outdoor school schedule.

(9) Each party shall defend, indemnify and hold the other party and the State of California, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of or resulting from, SCHOOL/DISTRICT's use and occupancy of the premises and facilities and participation in the activities of the Outdoor Education Program under this agreement. The indemnifying party at its own cost, expense and risk, shall defend any and all actions, suits or other legal proceedings, that may be brought or instituted against the other party, its officers, agents, or employees, on any such claim or demand, and pay or satisfy the judgement that may be rendered against the San Diego County Superintendent of Schools, its officers, agents, or employees, in any such action, suit, legal proceedings or result thereof.

Additionally, SCHOOL/DISTRICT shall maintain general liability and property damage insurance in at least the minimum amount of $2,000,000 to cover all activities under this agreement and provide OFFICE a certificate of insurance naming the OFFICE and State of California as additionally insured under the policy. Coverage under said policies shall not be reduced or canceled without thirty (30) days prior written notice to OFFICE and all required coverage shall be reinstated or replaced prior to expiration/cancellation date and new certificates naming the OFFICE and State of California as additionally insured under the policy shall be issued to OFFICE for the replacement policy or policies.

(10) Provide all required information on the Participation Agreement form for each school that will participate in the OFFICE Outdoor School program. Form shall be completed and submitted to OFFICE by the deadline noted on the application form. **Participation Agreement shall be filled out each year of a multi-year agreement.**

(11) Provide to OFFICE, on timelines indicated, complete and accurate information for each student, teacher and school on all Outdoor School registration and health forms provided by the OFFICE. Forms are available via SDCOE website. Such information includes, but is not limited to; a complete and accurate list of the students and teachers from each school who will attend the Outdoor School Program. The required student information includes, but is not limited to; the student name, gender, ethnicity code, Child Nutrition program eligibility status (free, reduced, or paid), complete and accurate student health forms, information on requirements for special meals, authorizations for medications and prescriptions. Parental and physician signatures are required as noted on the forms. The OFFICE is authorized by the State of California Department of Education to obtain from the SCHOOL/DISTRICT all student information required to participate in the State and Federal child nutrition programs, including, but not limited to; each student's child nutrition eligibility status (Free, Reduced, Paid), ethnicity code, and other appropriate demographic or identifying information. **If you choose to not provide this information prior to the encampment the cost per student will increase by $25.00.**

(12)Provide services and/or accommodations as specified in the student's IEP or Section 504 plan for all students with special needs participating in Outdoor School programs.

II. Agreement Period

A. The term of this agreement shall commence on **July 1, 2019** and will continue through **June 30, 2020,** based on the option chosen below. Year 2 of 3

B. **Please initial one of the options below** to determine the number of years for this agreement:

_____ a. Option 1 – 1 Year Agreement

_____ b. Option 2 – 2 Year Agreement with the base fee and equity credit rate locked in for two years.

[x] c. Option 3 – 3 Year Agreement with the base fee and equity credit rate locked in for 3 years and provides a $10 discount per full fee student.

III. Fees and Minimum Guaranteed Participation

A. The fee schedule is established each year and is adopted by the Board of Education. The applicable adopted fee schedule for fiscal year **2019-2020** is attached and is hereby made a part of this agreement. The fee schedule now includes available discounts which will be applied to the "per pupil fee" when applicable:

5-day Program**	Per Student	$330.00
4-day Program***	Per Student	$280.00

** Discounts 5-day Program

*Equity Credit: $90 discount multiplied by the percentage of students who have been identified as socioeconomically disadvantaged, as reported to the CDE, will be applied to the final invoice.
*Introductory Credit: $10 credit per full fee student.
*Three Year "Discount" Contract: Locks in Base Fee and Equity Credits for three years and adds a $10 credit per full fee student.
Two Year "Fee Lock" Contract: Locks in Base Fee and Equity Credits for two years.
September Rates: $320 per student. Other discounts may be combined.
October thru December Rates: $325 per student. Other discounts may be combined.
**Does not apply to out of county schools, private schools, or non-school groups.*

*** Discounts 4-day Program

Equity Credit: $78 discount multiplied by the percentage of students who have been identified as socioeconomically disadvantaged, as reported to the CDE, will be applied to the final invoice.
Introductory Credit: $8 credit per full fee student
Three Year "Discount" Contract: Locks in Base Fee and Equity Credits for three years and adds an $8 credit per full fee student.
Two Year "Fee Lock" Contract: Locks in Base Fee and Equity Credits for two years.
September Rates: $270 per student. Other discounts may be combined.
October thru December Rates: $275 per student. Other discounts may be combined.
**Does not apply to out of county schools, private schools, or non-school groups.*

B. This agreement may be terminated at any time upon mutual agreement of the parties involved. A cancellation fee may be imposed if:
   a. A multi-year signed agreement is cancelled in any of the subsequent years; the discounts received must be paid back to SDCOE. Estimated amount is $__95.55_____.
   b. A signed agreement is returned and then cancelled without attending camp, 85% of the projected participation for the school is due if time slot could not be filled.

C. The SCHOOL DISTRICT guarantees payment of the "per pupil fee" to the Office for not less than 85% of the total projected participation from all schools from the district as noted below during the school year. For multi-year contracts, the second and third year numbers cannot fluctuate more than 15% of the original year contract. In the event of a major change in the District that affects a school, you may contact OFFICE to discuss the contract terms. Minimum number of students per school as follows:

School	Scheduled	Guaranteed	Days	Week of
La Mirada	65	55	5	10/21/19

Executed by the parties on the dates shown below their respective signatures.

San Ysidro School District
School/District

By _____
Marilyn Adrianzen

Title Chief Business Official

Date _____

County Superintendent of Schools
San Diego County Office of Education

_____
Authorized Signature

Senior Director, Outdoor Education
Title

April 1, 2019
Date

Authorized or ratified by the Board of Education on:

07-11-19

Rules for acceptance and participation in the outdoor school program are the same for everyone without regard to race, color or national origin, sex, gender or handicap.

san diego county office of EDUCATION
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AGREEMENT FOR PARTICIPATION AND SERVICES 2019-2020
OUTDOOR EDUCATION PROGRAM

CUYAMACA OUTDOOR SCHOOL The Original EST 1965 6TH GRADE CAMP

THIS AGREEMENT is entered into this **1st** day of April, 2019, by and between the Superintendent of Schools, Office of Education, San Diego County, hereinafter called the OFFICE and Ocean View Hills hereinafter called the SCHOOL/DISTRICT.

WHEREAS, the OFFICE operates for the schools of San Diego County an outdoor education program at designated sites and authorized by the Education Code Section 35335 and following and 8760 and following; and

WHEREAS, the SCHOOL/DISTRICT desires to participate in said program; NOW, THEREFORE, the parties agree as follows:

I Use and Occupancy of Outdoor Education Premises and Facilities

A. The OFFICE agrees to provide:

(1) Administration and operation of the outdoor education program.

(2) Outdoor science education and conservation instructional and supervision services for an educational program.

(3) Sites, buildings, utilities, and maintenance.

(4) Food and its preparation.

(5) All staff other than school district employees accompanying students.

(6) Preparation and distribution of outdoor school schedules designating the site to be attended and the specific dates of attendance.

(7) Promotion of the outdoor school program.

(8) Transportation for students while in camp.

B. The SCHOOL/DISTRICT agrees to:

(1) Pay to the OFFICE a "per pupil fee" " less any applicable discounts, based on the number of SCHOOL/DISTRICT student's actual attendance at any time during each encampment.

(2) In the event that the actual total number of SCHOOL/DISTRICT students attending during the agreement period is less than the minimum guaranteed number of students noted in section III.B., then the SCHOOL/DISTRICT shall pay OFFICE a "per pupil fee" to cover the difference between the guaranteed number and the number in actual attendance. Payments shall be made as noted in section B.(5).

(3) For purposes of this agreement:

(a) "Pupil fee" means that per pupil amount established by the OFFICE for a school year as the cost of a pupil's instruction, food, lodging, and support services.

(b) Attendance for any portion of a day shall be counted a full day in camp.

(c) No refund of fees shall be made for students sent home for disciplinary reasons.

(4) Payments to OFFICE for all fees under this agreement shall be made as follows:

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(5) Provide transportation for pupils to and from outdoor school. In the event of an emergency closure of the camp facility, the SCHOOL/DISTRICT is responsible to evacuate students from the facility. If the SCHOOL/DISTRICT is unable to provide transportation within the timeframe needed to ensure the safety of students, the OFFICE will provide transportation and invoice the SCHOOL/DISTRICT for the actual cost of transportation.

(6) Secure necessary funding so no child will be denied the outdoor school experience because of inability to pay.

(7) Provide approximately one classroom teacher for every 30 pupils to actively participate in the 24-hour per day program under the direction of the site administrator.

(8) Comply with the outdoor school schedule.

(9) Each party shall defend, indemnify and hold the other party and the State of California, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of or resulting from, SCHOOL/DISTRICT's use and occupancy of the premises and facilities and participation in the activities of the Outdoor Education Program under this agreement. The indemnifying party at its own cost, expense and risk, shall defend any and all actions, suits or other legal proceedings, that may be brought or instituted against the other party, its officers, agents, or employees, on any such claim or demand, and pay or satisfy the judgement that may be rendered against the San Diego County Superintendent of Schools, its officers, agents, or employees, in any such action, suit, legal proceedings or result thereof.

Additionally, SCHOOL/DISTRICT shall maintain general liability and property damage insurance in at least the minimum amount of $2,000,000 to cover all activities under this agreement and provide OFFICE a certificate of insurance naming the OFFICE and State of California as additionally insured under the policy. Coverage under said policies shall not be reduced or canceled without thirty (30) days prior written notice to OFFICE and all required coverage shall be reinstated or replaced prior to expiration/cancellation date and new certificates naming the OFFICE and State of California as additionally insured under the policy shall be issued to OFFICE for the replacement policy or policies.

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(12)Provide services and/or accommodations as specified in the student's IEP or Section 504 plan for all students with special needs participating in Outdoor School programs.

II. Agreement Period

A. The term of this agreement shall commence on **July 1, 2019** and will continue through **June 30, 2021,** based on the option chosen below. Year 2 of 3

B. **Please initial one of the options below** to determine the number of years for this agreement:

_____ a. Option 1 – 1 Year Agreement

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** Discounts 5-day Program

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**Does not apply to out of county schools, private schools, or non-school groups.*

*** Discounts 4-day Program

Equity Credit: $78 discount multiplied by the percentage of students who have been identified as socioeconomically disadvantaged, as reported to the CDE, will be applied to the final invoice.
Introductory Credit: $8 credit per full fee student
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School	Scheduled	Guaranteed	Days	Week of
Ocean View Hills	80	68	5	4/13/20

Executed by the parties on the dates shown below their respective signatures.

San Ysidro School District
School/District

By
Marilyn Adrianzen

Title Chief Business Official

Date

County Superintendent of Schools
San Diego County Office of Education

Authorized Signature

Senior Director, Outdoor Education
Title

April 1, 2019
Date

Authorized or ratified by the Board of Education on:

07-11-19

Rules for acceptance and participation in the outdoor school program are the same for everyone without regard to race, color or national origin, sex, gender or handicap.

san diego county office of EDUCATION
FUTURE WITHOUT BOUNDARIES

AGREEMENT FOR PARTICIPATION AND SERVICES 2019-2020
OUTDOOR EDUCATION PROGRAM

CUYAMACA OUTDOOR SCHOOL The Original EST 1945 6TH GRADE CAMP

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Equity Credit: $78 discount multiplied by the percentage of students who have been identified as socioeconomically disadvantaged, as reported to the CDE, will be applied to the final invoice.
Introductory Credit: $8 credit per full fee student
Three Year "Discount" Contract: Locks in Base Fee and Equity Credits for three years and adds an $8 credit per full fee student.
Two Year "Fee Lock" Contract: Locks in Base Fee and Equity Credits for two years.
September Rates: $270 per student. Other discounts may be combined.
October thru December Rates: $275 per student. Other discounts may be combined.
**Does not apply to out of county schools, private schools, or non-school groups.*

B. This agreement may be terminated at any time upon mutual agreement of the parties involved. A cancellation fee may be imposed if:
   a. A multi-year signed agreement is cancelled in any of the subsequent years; the discounts received must be paid back to SDCOE. Estimated amount is $____124.80_____
   b. A signed agreement is returned and then cancelled without attending camp, 85% of the projected participation for the school is due if time slot could not be filled.

C. The SCHOOL DISTRICT guarantees payment of the "per pupil fee" to the Office for not less than 85% of the total projected participation from all schools from the district as noted below during the school year. For multi-year contracts, the second and third year numbers cannot fluctuate more than 15% of the original year contract. In the event of a major change in the District that affects a school, you may contact OFFICE to discuss the contract terms. Minimum number of students per school as follows:

School	Scheduled	Guaranteed	Days	Week of
Smythe	80	68	5	2/24/20

Executed by the parties on the dates shown below their respective signatures.

San Ysidro School District
School/District

By
Marilyn Adrianzen

Title Chief Business Official

Date

County Superintendent of Schools
San Diego County Office of Education

Authorized Signature

Senior Director, Outdoor Education
Title

April 1, 2019
Date

Authorized or ratified by the Board of Education on:

07-11-19

Rules for acceptance and participation in the outdoor school program are the same for everyone without regard to race, color or national origin, sex, gender or handicap.

san diego county office of EDUCATION
FUTURE WITHOUT BOUNDARIES™

AGREEMENT FOR PARTICIPATION AND SERVICES 2019-2020
OUTDOOR EDUCATION PROGRAM

CUYAMACA OUTDOOR SCHOOL The Original EST. 1945 6TH GRADE CAMP

THIS AGREEMENT is entered into this 1st day of April 2019 by and between the Superintendent of Schools, Office of Education, San Diego County, hereinafter called the OFFICE and Sunset Elementary School, hereinafter called the SCHOOL/DISTRICT.

WHEREAS, the OFFICE operates for the schools of San Diego County an outdoor education program at designated sites and authorized by the Education Code Section 35335 and following and 8760 and following; and

WHEREAS, the SCHOOL/DISTRICT desires to participate in said program; NOW, THEREFORE, the parties agree as follows:

I Use and Occupancy of Outdoor Education Premises and Facilities

A. The OFFICE agrees to provide:

(1) Administration and operation of the outdoor education program.

(2) Outdoor science education and conservation instructional and supervision services for an educational program.

(3) Sites, buildings, utilities, and maintenance.

(4) Food and its preparation.

(5) All staff other than school district employees accompanying students.

(6) Preparation and distribution of outdoor school schedules designating the site to be attended and the specific dates of attendance.

(7) Promotion of the outdoor school program.

(8) Transportation for students while in camp.

B. The SCHOOL/DISTRICT agrees to:

(1) Pay to the OFFICE a "per pupil fee" less any applicable discounts, based on the number of SCHOOL/DISTRICT student's actual attendance at any time during each encampment.

(2) In the event that the actual total number of SCHOOL/DISTRICT students attending during the agreement period is less than the minimum guaranteed number of students noted in section III.B., then the SCHOOL/DISTRICT shall pay OFFICE a "per pupil fee" to cover the difference between the guaranteed number and the number in actual attendance. Payments shall be made as noted in section B.(5).

(3) For purposes of this agreement:

(a) "Pupil fee" means that per pupil amount established by the OFFICE for a school year as the cost of a pupil's instruction, food, lodging, and support services.

(b) Attendance for any portion of a day shall be counted a full day in camp.

(c) No refund of fees shall be made for students sent home for disciplinary reasons.

(4) Payments to OFFICE for all fees under this agreement shall be made as follows:

(a) For San Diego County School Districts and Schools, payment shall be made by way of an auditor's cash transfer initiated by the OFFICE after each student encampment. OFFICE will provide DISTRICT/SCHOOL appropriate detailed backup for all charges.

(b) For private schools and out-of-county schools/districts, or others not subject to an auditor's transfer, OFFICE will invoice the participating schools or districts and payment shall be made to OFFICE within 30 days of invoice. Invoices that are not paid in full within 30 days after invoice will be considered past due and will be subject to a 1.5% per month late fee on any outstanding balance, which will compound until paid in full. If collections are necessary, debtor agrees to pay all costs of collection, including but not limited to reasonable attorney's fees, court costs, and third-party collection agencies.

(5) Provide transportation for pupils to and from outdoor school. In the event of an emergency closure of the camp facility, the SCHOOL/DISTRICT is responsible to evacuate students from the facility. If the SCHOOL/DISTRICT is unable to provide transportation within the timeframe needed to ensure the safety of students, the OFFICE will provide transportation and invoice the SCHOOL/DISTRICT for the actual cost of transportation.

(6) Secure necessary funding so no child will be denied the outdoor school experience because of inability to pay.

(7) Provide approximately one classroom teacher for every 30 pupils to actively participate in the 24-hour per day program under the direction of the site administrator.

(8) Comply with the outdoor school schedule.

(9) Each party shall defend, indemnify and hold the other party and the State of California, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of or resulting from, SCHOOL/DISTRICT's use and occupancy of the premises and facilities and participation in the activities of the Outdoor Education Program under this agreement. The indemnifying party at its own cost, expense and risk, shall defend any and all actions, suits or other legal proceedings, that may be brought or instituted against the other party, its officers, agents, or employees, on any such claim or demand, and pay or satisfy the judgement that may be rendered against the San Diego County Superintendent of Schools, its officers, agents, or employees, in any such action, suit, legal proceedings or result thereof.

Additionally, SCHOOL/DISTRICT shall maintain general liability and property damage insurance in at least the minimum amount of $2,000,000 to cover all activities under this agreement and provide OFFICE a certificate of insurance naming the OFFICE and State of California as additionally insured under the policy. Coverage under said policies shall not be reduced or canceled without thirty (30) days prior written notice to OFFICE and all required coverage shall be reinstated or replaced prior to expiration/cancellation date and new certificates naming the OFFICE and State of California as additionally insured under the policy shall be issued to OFFICE for the replacement policy or policies.

(10) Provide all required information on the Participation Agreement form for each school that will participate in the OFFICE Outdoor School program. Form shall be completed and submitted to OFFICE by the deadline noted on the application form. **Participation Agreement shall be filled out each year of a multi-year agreement.**

(11) Provide to OFFICE, on timelines indicated, complete and accurate information for each student, teacher and school on all Outdoor School registration and health forms provided by the OFFICE. Forms are available via SDCOE website. Such information includes but is not limited to; a complete and accurate list of the students and teachers from each school who will attend the Outdoor School Program. The required student information includes, but is not limited to; the student name, gender, ethnicity code, Child Nutrition program eligibility status (free, reduced, or paid), complete and accurate student health forms, information on requirements for special meals, authorizations for medications and prescriptions. Parental and physician signatures are required as noted on the forms. The OFFICE is authorized by the State of California Department of Education to obtain from the SCHOOL/DISTRICT all student information required to participate in the State and Federal

child nutrition programs, including, but not limited to; each student's child nutrition eligibility status (Free, Reduced, Paid), ethnicity code, and other appropriate demographic or identifying information. **If you choose to not provide this information prior to the encampment the cost per student will increase by $25.00.**

(12)Provide services and/or accommodations as specified in the student's IEP or Section 504 plan for all students with special needs participating in Outdoor School programs.

II. Agreement Period

A. The term of this agreement shall commence on **July 1, 2019** and will continue through **June 30, 2021,** based on the option chosen below. Year 1 of 2

B. **Please initial one of the options below** to determine the number of years for this agreement:

_____ a. Option 1 – 1 Year Agreement

__MA__ b. Option 2 – 2 Year Agreement with the base fee and equity credit rate locked in for two years.

_____ c. Option 3 – 3 Year Agreement with the base fee and equity credit rate locked in for 3 years and provides a $10 discount per full fee student.

III. Fees and Minimum Guaranteed Participation

A. The fee schedule is established each year and is adopted by the Board of Education. The applicable adopted fee schedule for fiscal year **2019-2020** is attached and is hereby made a part of this agreement. The fee schedule now includes available discounts which will be applied to the "per pupil fee" when applicable:

5-day Program**	Per Student	$330.00
4-day Program***	Per Student	$280.00

** Discounts 5-day Program

- Equity Credit: $90 discount multiplied by the percentage of students who have been identified as socioeconomically disadvantaged, as reported to the CDE, will be applied to the final invoice.
- Introductory Credit: $10 credit per full fee student.
- Three Year "Discount" Contract: Locks in Base Fee and Equity Credits for three years and adds a $10 credit per full fee student.
- Two Year "Fee Lock" Contract: Locks in Base Fee and Equity Credits for two years.
- September Rates: $320 per student. Other discounts may be combined.
- October thru December Rates: $325 per student. Other discounts may be combined.
  Does not apply to out of county schools, private schools, or non-school groups.

*** Discounts 4-day Program

- Equity Credit: $78 discount multiplied by the percentage of students who have been identified as socioeconomically disadvantaged, as reported to the CDE, will be applied to the final invoice.
- Introductory Credit: $8 credit per full fee student
- Three Year "Discount" Contract: Locks in Base Fee and Equity Credits for three years and adds an $8 credit per full fee student.
- Two Year "Fee Lock" Contract: Locks in Base Fee and Equity Credits for two years.
- September Rates: $270 per student. Other discounts may be combined.
- October thru December Rates: $275 per student. Other discounts may be combined.
  Does not apply to out of county schools, private schools, or non-school groups.

B. This agreement may be terminated at any time upon mutual agreement of the parties involved. A cancellation fee may be imposed if:
   a. A multi-year signed agreement is cancelled in any of the subsequent years; the discounts received must be paid back to SDCOE. Estimated amount is $ 0.00

b. A signed agreement is returned and then cancelled without attending camp, 85% of the projected participation for the school is due if time slot could not be filled.

C. The SCHOOL DISTRICT guarantees payment of the "per pupil fee" to the Office for not less than 85% of the total projected participation from all schools from the district as noted below during the school year. For multi-year contracts, the second and third year numbers cannot fluctuate more than 15% of the original year contract. In the event of a major change in the District that affects a school, you may contact OFFICE to discuss the contract terms. Minimum number of students per school as follows:

School	Scheduled	Guaranteed	Days	Week of
Sunset Elementary	80	68	5	2/24/2020

Executed by the parties on the dates shown below their respective signatures.

San Ysidro School District
School/District

By
Marilyn Adrianzen

Title Chief Business Official

Date

County Superintendent of Schools
San Diego County Office of Education

Authorized Signature

Senior Director, Outdoor Education
Title

April 1, 2019
Date

Authorized or ratified by the Board of Education on:

07-11-19

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san diego county office of EDUCATION
FUTURE WITHOUT BOUNDARIES

AGREEMENT FOR PARTICIPATION AND SERVICES 2019-2020
OUTDOOR EDUCATION PROGRAM

CUYAMACA OUTDOOR SCHOOL The Original EST. 1946 6TH GRADE CAMP

THIS AGREEMENT is entered into this **1st** day of April, 2019, by and between the Superintendent of Schools, Office of Education, San Diego County, hereinafter called the OFFICE and Willow hereinafter called the SCHOOL/DISTRICT.

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WHEREAS, the SCHOOL/DISTRICT desires to participate in said program; NOW, THEREFORE, the parties agree as follows:

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A. The OFFICE agrees to provide:

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(3) Sites, buildings, utilities, and maintenance.

(4) Food and its preparation.

(5) All staff other than school district employees accompanying students.

(6) Preparation and distribution of outdoor school schedules designating the site to be attended and the specific dates of attendance.

(7) Promotion of the outdoor school program.

(8) Transportation for students while in camp.

B. The SCHOOL/DISTRICT agrees to:

(1) Pay to the OFFICE a "per pupil fee" " less any applicable discounts, based on the number of SCHOOL/DISTRICT student's actual attendance at any time during each encampment.

(2) In the event that the actual total number of SCHOOL/DISTRICT students attending during the agreement period is less than the minimum guaranteed number of students noted in section III.B., then the SCHOOL/DISTRICT shall pay OFFICE a "per pupil fee" to cover the difference between the guaranteed number and the number in actual attendance. Payments shall be made as noted in section B.(5).

(3) For purposes of this agreement:

(a) "Pupil fee" means that per pupil amount established by the OFFICE for a school year as the cost of a pupil's instruction, food, lodging, and support services.

(b) Attendance for any portion of a day shall be counted a full day in camp.

(c) No refund of fees shall be made for students sent home for disciplinary reasons.

(4) Payments to OFFICE for all fees under this agreement shall be made as follows:

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(b) For private schools and out-of-county schools/districts, or others not subject to an auditor's transfer, OFFICE will invoice the participating schools or districts and payment shall be made to OFFICE within 30 days of invoice. Invoices that are not paid in full within 30 days after invoice will be considered past due and will be subject to a 1.5% per month late fee on any outstanding balance, which will compound until paid in full. If collections are necessary, debtor agrees to pay all costs of collection, including but not limited to reasonable attorney's fees, court costs, and third party collection agencies.

(5) Provide transportation for pupils to and from outdoor school. In the event of an emergency closure of the camp facility, the SCHOOL/DISTRICT is responsible to evacuate students from the facility. If the SCHOOL/DISTRICT is unable to provide transportation within the timeframe needed to ensure the safety of students, the OFFICE will provide transportation and invoice the SCHOOL/DISTRICT for the actual cost of transportation.

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(7) Provide approximately one classroom teacher for every 30 pupils to actively participate in the 24-hour per day program under the direction of the site administrator.

(8) Comply with the outdoor school schedule.

(9) Each party shall defend, indemnify and hold the other party and the State of California, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of or resulting from, SCHOOL/DISTRICT's use and occupancy of the premises and facilities and participation in the activities of the Outdoor Education Program under this agreement. The indemnifying party at its own cost, expense and risk, shall defend any and all actions, suits or other legal proceedings, that may be brought or instituted against the other party, its officers, agents, or employees, on any such claim or demand, and pay or satisfy the judgement that may be rendered against the San Diego County Superintendent of Schools, its officers, agents, or employees, in any such action, suit, legal proceedings or result thereof.

Additionally, SCHOOL/DISTRICT shall maintain general liability and property damage insurance in at least the minimum amount of $2,000,000 to cover all activities under this agreement and provide OFFICE a certificate of insurance naming the OFFICE and State of California as additionally insured under the policy. Coverage under said policies shall not be reduced or canceled without thirty (30) days prior written notice to OFFICE and all required coverage shall be reinstated or replaced prior to expiration/cancellation date and new certificates naming the OFFICE and State of California as additionally insured under the policy shall be issued to OFFICE for the replacement policy or policies.

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(12)Provide services and/or accommodations as specified in the student's IEP or Section 504 plan for all students with special needs participating in Outdoor School programs.

II. Agreement Period

A. The term of this agreement shall commence on **July 1, 2019** and will continue through **June 30, 2020,** based on the option chosen below. Year 3 of 3

B. **Please initial one of the options below** to determine the number of years for this agreement:

_____ a. Option 1 – 1 Year Agreement

_____ b. Option 2 – 2 Year Agreement with the base fee and equity credit rate locked in for two years.

[x] c. Option 3 – 3 Year Agreement with the base fee and equity credit rate locked in for 3 years and provides a $10 discount per full fee student.

III. Fees and Minimum Guaranteed Participation

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** Discounts 5-day Program

*Equity Credit: $90 discount multiplied by the percentage of students who have been identified as socioeconomically disadvantaged, as reported to the CDE, will be applied to the final invoice.
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*Three Year "Discount" Contract: Locks in Base Fee and Equity Credits for three years and adds a $10 credit per full fee student.
Two Year "Fee Lock" Contract: Locks in Base Fee and Equity Credits for two years.
September Rates: $320 per student. Other discounts may be combined.
October thru December Rates: $325 per student. Other discounts may be combined.
**Does not apply to out of county schools, private schools, or non-school groups.*

*** Discounts 4-day Program

Equity Credit: $78 discount multiplied by the percentage of students who have been identified as socioeconomically disadvantaged, as reported to the CDE, will be applied to the final invoice.
Introductory Credit: $8 credit per full fee student
Three Year "Discount" Contract: Locks in Base Fee and Equity Credits for three years and adds an $8 credit per full fee student.
Two Year "Fee Lock" Contract: Locks in Base Fee and Equity Credits for two years.
September Rates: $270 per student. Other discounts may be combined.
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B. This agreement may be terminated at any time upon mutual agreement of the parties involved. A cancellation fee may be imposed if:
   a. A multi-year signed agreement is cancelled in any of the subsequent years; the discounts received must be paid back to SDCOE. Estimated amount is $___65.60_____
   b. A signed agreement is returned and then cancelled without attending camp, 85% of the projected participation for the school is due if time slot could not be filled.

C. The SCHOOL DISTRICT guarantees payment of the "per pupil fee" to the Office for not less than 85% of the total projected participation from all schools from the district as noted below during the school year. For multi-year contracts, the second and third year numbers cannot fluctuate more than 15% of the original year contract. In the event of a major change in the District that affects a school, you may contact OFFICE to discuss the contract terms. Minimum number of students per school as follows:

School	Scheduled	Guaranteed	Days	Week of
Willow	80	68	5	5/26/20

Executed by the parties on the dates shown below their respective signatures.

San Ysidro School District
School/District

By _____
Marilyn Adrianzen

Title Chief Business Official

Date _____

County Superintendent of Schools
San Diego County Office of Education

_____
Authorized Signature

Senior Director, Outdoor Education
Title

April 1, 2019
Date

Authorized or ratified by the Board of Education on:

07-11-19

Rules for acceptance and participation in the outdoor school program are the same for everyone without regard to race, color or national origin, sex, gender or handicap.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 11, 2019

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

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

INITIAL:

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH EPISCOPAL COMMUNITY SERVICES (ECS) HEAD START FOR 2019-20

BACKGROUND INFORMATION:
The Preschool & Child Development Program has been offering Head Start services for children three and four years of age for the past 4 years through funding administered by the Episcopal Community Services (ECS). ECS Head Start has a long tradition of delivering high quality services designed to foster healthy development in low-income children and their families. Program benefits include a range of individualized services in the areas of education and early childhood development; medical, dental, and mental health; nutrition; family social services; and family engagement, including training and workshops for parents.

The District will continue to receive these funds for the 2019-20 school year to fund two (2) preschool classes at the Preschool & Child Development Center (CDC) and one (1) preschool class at Sunset Preschool.

RECOMMENDATION:
Approve the agreement with Episcopal Community Services (ECS) Head Start for fiscal year 2019-20.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

Financial Implications? ☐ Yes ☒ No

Are funds for this item available in the 2019-2020 Budget? ☒ Yes ☐ No

Requisition #

FUNDING SOURCE $297,000.00 (Amount)	Preschool & Child Development ECS Head Start Account (Name of funding source and/or location)	1200-5210000-0001-1000 (Funding account number)

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

Superintendent's Office Certification:

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

HEAD START & EARLY HEAD START
SERVICES PROVIDER AGREEMENT

Subcontract No. HSPY54

This Agreement is made on August 1, 2019, between EPISCOPAL COMMUNITY SERVICES (ECS), a California nonprofit corporation, with its principal place of business at 401 Mile of Cars Way Suite 350 National City, CA. 91950, and PRESCHOOL AND CHILD DEVELOPMENT PROGRAMS SAN YSIDRO SCHOOL DISTRICT ("Provider") with its principal place of business at 1880 Smythe Ave. San Ysidro CA. 92173. ECS and Provider are collectively referred to herein as the "Parties" or time to time individually as a "Party."

RECITALS - WITNESSETH

Whereas:

A. ECS will enter into a MEMORANDUM OF UNDERSTANDING (MEMORANDUM) for Program Year (PY) 54 with the Neighborhood House Association (NHA) for the Head Start Program of San Diego County effective August 1, 2019 through June 30, 2020. A copy of the MEMORANDUM, including attachments, is available at the offices of ECS and shall be furnished to Provider upon request.

B. As part of the obligations set forth in the MEMORANDUM, ECS has agreed to provide copies of the New 2016 Federal Head Start Performance Standards and other federal requirements, policies and procedures, forms and samples of record keeping systems to Provider to ensure compliance with Head Start/Early Head Start guidelines.

C. NHA received a grant under Title II-A of the Economic Opportunity Act of 1974, as amended, from the Administration of Children, Youth and Families of the United States Department of Health and Human Resources, requiring NHA to administer the Head Start Program in San Diego County.

D. Pursuant to the MEMORANDUM, ECS is a Delegate Agent to NHA to serve Head Start eligible children in accordance with the ECS Grant Application submitted to NHA (ECS Grant Application). A copy of the Grant Application is available at the offices of ECS and shall be furnished to Provider upon request.

E. Provider is a school district registered with facilities licensed by the State of California, Community Care Licensing to provide educational instruction to children 3 to 5 years of age and their families.

F. ECS desires to retain the services of Provider to assist ECS in the performance of its duties and obligations pursuant to the MEMORANDUM and the ECS Grant Application.

G. Provider desires to assist ECS with its duties and obligations as outlined in the MEMORANDUM and Grant Application.

1. INCORPORATION OF RECITALS

1.1 Incorporation of Recitals. The previous RECITALS are incorporated herein as though set forth in full.

2. TERM OF AGREEMENT

2.1 Initial Term. This Agreement will become effective on August 1, 2019, and will continue in effect through June 30, 2020, unless terminated earlier in accordance with provision in Section 8: Termination. If Provider: (a) fully performs as required herein; and (b) continues to operate, at its current level, as a preschool program licensed by the California Community Care Licensing, it is the intent of ECS to consider renewal of this Agreement beyond the initial term.

3. SERVICES TO BE PERFORMED BY PROVIDER

3.1 Specific Services. Provider agrees to perform the services specified in the "Description of Services" attached hereto as Exhibit A-G and incorporated herein by reference. These services shall be provided at certain licensed childcare preschool centers identified in EXHIBIT "A" (the "Sites").

3.2 Method of Performing Services. Provider will determine the method, details, and means of performing the services described in the Exhibit A-G, "Description of Services"

3.3 Status of Provider. Provider enters into this Agreement, and will remain throughout the term of the agreement, as an Independent Contractor. Provider agrees that Provider is not and will not become an employee, partner, agent, or principal of ECS while this Agreement is in effect. Provider agrees that it is not entitled to rights or benefits afforded to the employees of ECS, including disability or unemployment insurance, workers' compensation, medical insurance, sick leave, or any other employment benefit. Provider is responsible for providing, at its own expense, disability, unemployment, and other insurance, workers' compensation, training, permits, and licenses for Provider and for its

employees and subcontractors.

3.4 Payment of Income Taxes. Unless otherwise exempt from the payment of income taxes, Provider is responsible for paying all income taxes, including estimated taxes, incurred as a result of the compensation paid by ECS for services under this Agreement. On request, Provider will provide ECS with proof of timely payment. Provider agrees to indemnify ECS for any claims, costs, losses, fees, penalties, interest, or damages suffered by ECS resulting from the failure of the Provider to comply with this provision.

4. COMPENSATION

4.1 Payment of Compensation. Provider will be paid in accordance with the terms and conditions set forth in the "Schedule of Payments" attached hereto as Exhibit B.

5. OBLIGATIONS OF PROVIDER

5.1 Provider must inform ECS when new District Employees become employed throughout the program year, to ensure clearances are properly processed.

5.2 Medical Exam. New District Employees newly assigned to Head Start will schedule a physical exam, TB screening/assessment thru ECS's Medical Provider **before** they work with the Head Start children and **there after every four years.**

5.3 Immunization. Provider shall comply with California Health and Safety Code 1596.7995, and Community Care Licensing effective September 1, 2016, regarding immunizations for persons employed or volunteering at pre-school centers.

5.4 Back Ground Check. New District Employee will get a back-ground check from Community Care Licensing thru ECS's designated live scan provider, before they work with the Head Start children.

5.5 Mandated Reporter Training-District Employees assigned to Head Start Classrooms must take the Community Care Licensing Mandated Reporter

training within 90 days and **there after every year.**

5.6 Integrated Pest Management Training: District Employees assigned to Head Start Classrooms must complete the IPM training for Child Care Providers **within 90 days** and **there after every year.**

Non-Exclusive Relationship. Provider may represent, perform services for, and contract with as many additional clients, persons, or companies as Provider sees fit.

5.7 Facilities, Tools, Materials, and Equipment. Unless otherwise specified, Provider will supply all facilities, tools, materials, and equipment required to perform the services under this Agreement. Workers' Compensation. At all times during the term of this Agreement, including any extensions or renewals, Provider agrees to provide workers' compensation insurance for its employees and agents and agrees to hold harmless and indemnify ECS for any and all claims arising out of any injury, disability, or death of any of Provider's employees or agents. Provider will furnish ECS with a Certificate of Insurance evidencing compliance.

5.8 ECS will provide workers' compensation insurance for ECS staff stationed on Provider's premises.

5.9 Errors and Omissions Insurance. During the term of this Agreement, including any extensions or renewals, Provider agrees to maintain a policy of insurance in the minimum amount of two million dollars ($2,000,000) naming ECS and NHA as additional insured to cover any negligent acts or omissions committed by Provider or its employees or agent during the performance of any duties under this Agreement. In addition, Provider agrees to indemnify and hold ECS free and harmless from any and all claims arising from any such negligent act or omission. Provider will furnish ECS with a Certificate of Insurance evidencing compliance.

5.10 Liability Insurance. Provider shall provide comprehensive liability insurance with a minimum combined single limit coverage of $2,000,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property, including the loss of use thereof: arising from each occurrence. Deductible shall be subject to approval by Episcopal Community Services.

Provider shall name Episcopal Community Services and its officers and employees as additional insureds on an endorsement as to all service performed by Provider under this agreement. Said policies shall constitute primary insurance as to Episcopal Community Services, the State and Federal Governments, and their officers, agents, and employees, so that other insurance policies held by them or their self-insurance program(s) shall not be required to contribute to any loss covered under the Provider's insurance policy or policies. Provider will furnish Episcopal Community Services with a Certificate of Insurance evidencing compliance.

5.11 Certificate of Insurance. Provider shall provide ECS with (a) certificate(s) of insurance and endorsement(s) evidencing liability, worker's compensation, and student accident insurances as a pre-requisite to signing this Agreement. If the Provider should renew the insurance policy (ies) or acquire either a new insurance policy (ies) or amend the coverage afforded through an endorsement to the policy at any time during the term of this Agreement, then the Provider shall provide (a) current certificate(s) of insurance. The insurance policies provided by the Provider shall include a provision for thirty (30) days written notice to ECS before cancellation or material changes of the above specific coverage. The Provider shall notify ECS of any changes that occur during the life of this agreement.

5.12 Employee Dishonesty Bond. Provider shall provide an Employee Dishonesty Bond with a minimum limit of $50,000.

5.13 Student Accident Insurance. Provider shall maintain for the term of this Agreement, student accident insurance in the amount of not less than: Accidental Dismemberment - $10,000.00.

5.14 Indemnity. To the extent permitted by law, Provider shall indemnify, hold harmless and defend ECS and its officers, directors, agents and employees from and against any and all liabilities, obligations, damages, costs, losses, and expenses (including reasonable attorneys' fees), in litigation commenced by or against Provider and all claims, demands, actions or judgments or damages to or loss of property or profits resulting in whole or in part from any act, omission, negligence, fault or violation of

law or ordinance, associated with Provider's operation of the Sites and any transactions arising out of or related to this Agreement, including Provider's hiring, employment and/or management practices. Such indemnification by Provider shall apply unless such damage or injury results from the sole negligence or willful misconduct of ECS its officers, directors, agents or employees. The obligations under this section shall survive the termination of this Agreement.

5.15 Assignment. Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Provider without the prior written consent of ECS.

6. WARRANTIES AND REPRESENTATIONS OF PROVIDER

6.1 License. Provider warrants and represents that it is currently licensed by the State of California as a child care facility. A copy of the current license must be provided to ECS. Provider will inform ECS Head Start of all Community Care Licensing (CCL) incidents reports and CCL site visits within 24 hours. ECS Head Start administration will inform NHA.

6.2 Background Checks. State of California licensing requirements include background checks of Provider's Director, all staff and employees before the initial start date of the contract and/ or assignment to any ECS Head Start classroom. Provider warrants and represents that exemptions have not been granted by the State of California for its Director, staff or employees. If Provider wishes to us exempt employees under this Agreement, it shall first obtain written permission from ECS in writing.

6.3 Absence of Lawsuits. Provider warrants and represents that there are no lawsuits, judgments, levies, actions or proceedings (legal or administrative) pending or threatened against it or affecting its facilities, of any type whatsoever.

6.4 Qualification and Skills. Provider warrants and represents that it has fully reviewed the Head Start Program Performance Standards contained in 45 CFR 1304, and has the qualifications and skills necessary to perform the applicable services specified therein, including, but not limited to 1302.90, 1302.91, 1302.92, 1302.93, under this Agreement. Failure to perform all the services required under this Agreement constitutes a material breach of the agreement. Provider has complete and sole discretion for the manner

in which the work under this Agreement will be performed. (See Operational Guidelines under Provider Professional Development).

Performance of Obligations and Duties. Provider warrants and represents that it will not take any action that would result in or cause ECS to breach its obligations pursuant to the MEMORANDUM.

6.5 Debarment, Suspension, Termination and/or Revocation.

A. Provider hereby certifies to the best of its knowledge that neither it, any of its principals, nor any subcontractor to be used in the performance of this Agreement:

(1) Is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;

(2) Has within a three (3) year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, California or local) transaction or contract under a public transaction; violation of federal or California antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

(3) Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, California or local) with commission of any of the offenses enumerated in subsection 2 of this Section 6.0; and,

(4) Has within a three (3) year period preceding this Agreement had one or more public (federal, California or local) transactions terminated for cause or default.

B. If unable to certify to the best of its knowledge the statements set forth above, Provider and/or any of its principals shall attach to this Agreement an account of the circumstances and any explanations therefore.

C. Provider further agrees to request this certification from any subcontractors that perform services under this Agreement.

7. OBLIGATIONS OF EPISCOPAL COMMUNITY SERVICES (ECS)

7.1 Cooperation of ECS. ECS agrees to comply with all reasonable requests of Provider and provide access to all documents reasonably necessary to the performance of Provider's duties under the Agreement.

7.2 Assignment. Neither this Agreement nor any duties or obligations under this Agreement may be assigned by ECS without the prior written consent of Provider.

8. TERMINATION OF AGREEMENT

8.1 Expiration of Agreement. Unless otherwise terminated or extended as provided in this Agreement, this Agreement will continue in effect until the end of the term as specified in Section 2: Term of Agreement.

8.2 Extension of Agreement. ECS may extend the term of this Agreement for a period not to exceed one (1) year from the expiration of the original term by giving Provider written notice no later than 60 days prior to the termination date, setting forth the new term.

8.3 Termination.

8.3.1 Upon reduction or elimination of funding under the Memorandum, ECS may terminate this Agreement upon issuance of written notice.

8.3.2 ECS may terminate this Agreement prior to the end of the term as specified in Section 2: Term of Agreement, by giving Provider thirty days (30) prior written notice of its intention to terminate this Agreement.

8.4 Termination on Occurrence of Stated Events. This Agreement will terminate automatically on the occurrence of any of the following events:

8.4.1 Bankruptcy or insolvency of either party.

8.4.2 Revocation or loss of Provider's California Community Care (CCL) license as a preschool program. A letter is to be submitted to ECS from the Provider if license is lost.

8.4.3 Any act, or failure to act, or alleged act or alleged failure to act, by Provider that may result in the loss of Provider's license as a California Community Care Licensed Preschool program.

8.4.4 The termination or material modification of the MEMORANDUM between ECS and NHA, such that ECS can no longer comply with its terms and conditions, or those contained in this Agreement.

8.4.5 A finding by ECS in its sole and absolute discretion that the health, safety or welfare of one or more of the Head Start eligible children is or may be threatened, jeopardized, or in any way compromised by the continuation of the services provided herein.

8.4.6 Cessation of funding for this Agreement by any source, including Federal or NHA monies.

8.4.7 On the occurrence of any of these state events, ECS shall notify Provider in writing at which time this Agreement will automatically terminate. In its sole discretion, ECS may provide District with additional notice prior to the effective date of termination.

8.5 Termination for Default. If either party defaults in the performance of this Agreement or materially breaches any of its provisions, the non-breaching party may terminate this Agreement by giving written notification to the breaching party. Termination will take effect immediately on receipt of notice by the breaching party or five days after mailing of notice, whichever occurs first. For the purposes of this paragraph, material breach of this Agreement includes, but is not limited to, the following:

The failure of ECS to pay Provider any compensation due within 30 days after written demand for payment, unless such failure results from Provider's failure to perform the services hereunder.

8.5.1 Provider's failure to complete the services specified in Description of Services (Exhibit A-G) and Schedule of Payments (Exhibit B).

8.5.2 Provider's breach of any warranty, representation or agreement contained in this Agreement.

8.5.3 ECS' breach of any warranty, representation or agreement contained in this Agreement.

8.5.4 Upon Termination. In the event of Termination, Provider shall return and provide to ECS all loaned equipment, children/family files, financial records, unused materials, final reports, furnished curriculum materials and any other such items as made available to the Provider by ECS or required by this Agreement to be maintained by the Provider. If this Agreement is terminated because Provider failed to perform properly any of its obligations, the cost to ECS of completing Provider's performance shall be deducted from any sum due Provider under this Agreement, without prejudice to ECS's rights otherwise to recover its damages. Further, in the event of termination, all children participating in this Agreement shall remain with ECS under the Head Start/Early Head Start program and shall no longer participate in said program with the Provider.

9. REPORTING REQUIREMENTS

9.1 Reports and Assessments. Provider will maintain and retain detailed reports and assessments on all children participating in the Head Start Program. Provider will submit to ECS such reports set forth in Exhibit A which includes: Monthly In-Kind, list of loaned equipment or materials, and children files. Provider's failure to submit the required reports and assessments to ECS may result in withholding of payment to Provider.

9.2 Retention of Records. At the completion of the term as specified in Section 9.2: Term of Agreement. Provider shall return and provide to ECS all loaned equipment, children/family files, financial records, unused materials, final reports, furnished curriculum materials and any other such items as made available to the Provider by ECS or required by this Agreement to be maintained by the Provider. Additionally, Provider shall retain all records and reports relating to the performance of its duties and obligations hereunder for a period of five (5) years following the expiration or termination of this Agreement.

9.3 Copies of Records. Provider and ECS shall have joint access to records or reports upon request. ECS shall have the right to copy such reports or records at its expense.

9.4 Right of Inspection and Audit. Provider shall maintain and/or make available within San Diego County accurate books and accounting records (at a minimum, a basic listing of income/receipts and expenses) relative to all its activities. Provider will permit ECS to audit, examine and make excerpts or transcripts from all data and records, and to make audits of all invoices, materials, payrolls, records and personnel and other data relating to all matter covered by this Agreement. Provider shall maintain such data and records for a period not less than five (5) years. Any Federal agency or ECS funding source having an interest in the subject of the Agreement and must make repayment to ECS shall have the same rights conferred upon ECS. Provider is liable for any disallowances resulting from such inspections or audits.

10. DISCRIMINATION

10.1 Discrimination. Provider has been retained to assist ECS to administer the Head Start program. The Head Start program has, as its very basis, a goal of providing economically disadvantaged children and their families an opportunity to get a head start in the educational processes of children. In this regard, the Provider will not discriminate against any employee or applicant for employment in its Head Start program because of race, creed, color, national origin, sex, age, physical handicap, religion, sexual orientation or economic background. Provider will comply

with the requirements concerning discrimination and compliance information set forth in regulations promulgated by the Administration for Children, Youth and Families Department of Health and Human Resources pursuant to the Civil Rights Act of 1964. Provider agrees to execute all available governmental prepared forms to confirm this non-discrimination provision.

11. GENERAL PROVISIONS

11.1 Notices. Any notices required to be given under this Agreement by either party to the other may be affected by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices must be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement, but each party may change the address by giving written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of the day of receipt or the fifth day after mailing, whichever occurs first.

11.2 Entire Agreement of the Parties. This Agreement supersedes any and all agreements, either oral or written, between the parties with respect to the rendering of services by Provider for ECS and contains all of the representations, covenants, and agreements between the parties with respect to the rendering of those services. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not contained in this Agreement, and that no other agreement, statement, or promise not contained in this Agreement will be valid or binding. Any modification of this Agreement will be effective only if it is in writing signed by the party to be charged.

11.3 Partial Invalidity. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

11.4 Arbitration. Any controversy between the parties to this Agreement involving the construction or

application of any of the terms, covenants, or conditions of this Agreement will, on the written request of one party served on the other, be submitted to arbitration. The arbitration will comply with and be governed by the provisions of the California Arbitration Act, Sections 1280 through 1294.2 of the California Code of Civil Procedure. The parties will each appoint one person to hear and determine the dispute. If those two persons are unable to agree, then they will select a third impartial arbitrator whose decision will be final and conclusive on both parties. The cost of arbitration will be borne in a proportion the arbitrators determine.

11.5 Attorneys' Fees. If any legal action, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

11.6 Time of the Essence. Time is of the essence in respect to all provisions of this Agreement that specify a time for performance.

11.7 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California.

HEAD START & EARLY HEAD START SERVICES PROVIDER AGREEMENT

Subcontract No. HSPY54

IN WITNESS WHEREOF, the undersigned represent and warrant that they have the right, power, legal capacity, and authority to enter into and execute this document on behalf of ECS and Provider, and do hereby agree to the full performance of the conditions and covenants herein contained, and have caused this document to be executed by setting hereto their names, titles, signatures and date:

Episcopal Community Services "ECS"

By: _____ Dated: _____
Signature

_____
Print

Title

PROVIDER – [San Ysidro School District]

By: _____ Dated: July 11, 2019
Signature

Gina A. Potter, Ed.D. Superintendent
Print

EXHIBIT A
DESCRIPTION OF SERVICES

SERVICES CONDUCTED BY PROVIDER:

1. Provide a Healthy and Safe Environment in accordance with the Head Start Performance Standard, ECS Head Start Standard Health and Safety Checklist and Community Care Licensing Regulations.

2. Provide educational services for Head Start eligible children and their families for no less the 145 days during contracted period, Monday through Thursday. Provider shall ensure that One Hundred Percent (100%) enrollment is achieved on, the first-class day of Head Start, as established by and reported to the Office of Head Start, and maintained for the duration of the Agreement by providing Head Start services to **60** children and their families.

3. Provide Daily Child Development Services as follows:

   San Ysidro Child Development Center:

   a) Provider will operate two (2) part day classes of 20 children.

      -Monday through Thursday – At least (3.5) hours, not to exceed (4) hours per service day per child as stated 1302.21 Head Start Performance Standards.

      -Hours of service (operation) at SYCDC Head Start part day will be 8:15 am to 2:15 pm

      -The SYCDC State preschool program will run from 11:30 am to 2:30 pm the SYCDC Preschool Teachers be preapproved to sign-out the children into the SYCDC State program after ECS Head Start program has ended.

Sunset Preschool:

a) Provider will operate one (1) part day class of 20 children.

-Monday through Thursday - At least (3.5) hours, not to exceed (4) hours per service day per child as stated in 1302.21 Head Start Performance Standards.

-Hours of service (operation) at Sunset will be 8:00 am to 11:30 am

4. Include Head Start eligibility requirements and pertinent information on the District recruitment materials such as flyers (signs must include the statement "Head Start classroom is funded by Neighborhood House Association"), website etc., for distribution to the community to ensure Head Start is part of the Preschool and Child Development Programs San Ysidro School District information.

5. Provide recruitment information to individuals interested in the Head Start program, including information about Head Start permitting children who are not potty trained to participate.

6. Ensure Head Start application are properly routed to ECS Head Start Eligibility office for eligibility determination and to go through the ECS Head Start prioritization and selection process. All applicants to the Head Start program will be eligible to request all Head Start program options (including center-base, home base and family child care options) if not selected for Provider's location.

7. Provide a daily non-shared work space, including a desk, phone and file cabinet with a lock and key, for the Head Start Family Support Technician near the Head Start classrooms.

8. Allow compliance assurance (planned and unplanned) visits by grantee NHA and ECS Head Start staff during ECS Head Start hours of service, including site and document/record review.

9. Maintain confidentiality of Head Start children, and family information and their records. These records are to be kept in a cabinet with a lock and key and secure location. Follow all FERPA, ECS Privacy Policy and HIPPA regulations.

10. Provide Daily Attendance Sign-In Sheet forms for children participating in the program. The Attendance Sign-In Sheet copies are given to the ECS Head Start Family Support Technician daily.

11. Prohibits expulsion and suspension of Head Start children.

12. The Teachers will provide child development services as specified in the Head Start Performance Standards to include the following Services:

    a) Developmental assessments, the Desired Results Developmental Profile 2015 for Head Start children 3 times per year, ensuring the DRDP scores are entered into DRDP-on line, according to the ECS Head Start Education timeline.

    b) Developmental screening tools, the ASQ-3 and ASQ-SE as approved by ECS, including the scoring of both screening tools and teachers sharing the results with parents using the ASQ's Notification form within the 45-day timeline.

    c) Maintain an individualized portfolio as specified by ECS on all Head Start Children.

    d) Implementing daily tooth brushing in the classroom schedule, which includes providing the cups for tooth brushing. ECS will provide the toothbrushes, toothpaste and sanitizing system.

    e) Implement Kinder Transition activities throughout the year with the children and parents.

13. The Teachers will provide for individualized education for each Head Start child using the ECS Weekly lesson plan or equivalent, ensuring documentation of individualization on the weekly lesson plan section.

    a) Individualization will focus on developmentally appropriate learning experience in language. For Dual Learners, teaching practices will focus both English language acquisition and the continued development of home language.

14. Implement a scientifically research-based early childhood education curriculum as defined by the Head Start Act and the Head Start Performance Standards and approved by ECS.

    a) Curricula will be aligned to the Head Start Early Learning Outcomes Framework: Ages Birth to Five.

    b) Staff will effectively implement curricula and monitor and report twice a year per class the curriculum implantation and fidelity for continuous improvement of its implementation through the system of training and professional development.

15. The Teachers will conduct no less than two (2) Parent/Teacher conferences and two (2) Home Visits with the parents of Head Start children for discussing the development and/or transition of the child within the ECS Head Start timeline.

16. The Teachers will provide, document and submit Home Center Activities for each Head Start child using the ECS Home Center Activity form or equivalent.

17. Document all parent participation or volunteer efforts on ECS Head Start in-kind forms. Must meet the required amount of in-kind i.e. "in-kind parental volunteer time" during the program year.

18. Establish a parent information board in an approved area in/or near classroom. The information board must include the statement "This Head Start classroom is funded by Neighborhood House Association".

19. Participate in monthly Head Start shared governance center committee meetings on-site with parents of enrolled children.

20. Offer family-style meals and snacks that conform to Community Care Licensing and CACFP/School Lunch nutrition standards; provide 1/3 of the daily nutritional requirements for part day children.

21. Abide by the ECS Head Start Discipline policy and Head Start Code of Conduct.

22. Maintain copies of all records and documents on site. Copies of required documents to be maintained include but are not limited to Teacher's: CPR/First Aid certification, Physical and TB documentation,

immunizations required by Community Care Licensing and evidence of educational units earned in support of provision of services.

23. In collaboration with ECS's Health and Safety Protocols provided by ECS, which may be modified from time to time, including:

- Correcting in a timely manner any findings reported after the monthly Health and Safety monitoring conducted by ECS Head Start staff.
- Submitting all Corrective Action Taken/Plans in writing, if there were any Health and Safety findings.
- Completing and maintaining the Daily indoor/outdoor Inspections form
- Completing and maintaining the ECS Head Start "Classroom Summary"
- Maintaining the First Aid Kits (indoor and outdoor) to ensure it has ample supplies
- Ensuring the ECS compliance notices are posted in all Head Start classrooms (i.e First Aid chart, Fire/Earthquake drills, etc.)
- Ensuring Rescue Medication (i.e. Epi-Pen and inhalers) are accessible to Teachers including outdoor playtime.
- Use outdoor and classroom transition safety per the Head Start protocols.
- Use of door dingers on all exit doors.
- Raising of gates and latches to appropriate heights as required by grantee (NHA)
- Use of Safety Ropes during outdoor transition activities (when applicable)
- Implement the Exit Pass protocol process daily.
- Implement the "Active Supervision Protocol" which includes the Six Strategies to keep children safe: Set up the Environment, Position Staff (i.e. zoning) Scan and Count, Listen, Anticipate Children's Behavior, Engage and Redirect. (Exhibit G).
- Annual Fire inspections by certified Inspectors will be conducted and a copy given to ECS Manager at the beginning of each school year and ongoing throughout the year as required to be in a current status.

24. In the time period established by ECS, Provider agrees to the following:

A. Utilize an approach to Child Development and Early Childhood Education that is developmentally and linguistically appropriate and recognizes the individual development rates among children. This approach should also be inclusive of children with disabilities.

B. Keep the necessary records to maintain compliance with the Head Start Performance Standards, e.g., enrollment, attendance, educational screenings, etc.

C. Children's attendance shall be highly promoted, children cannot be dropped for excessive absences or tardiness unless all efforts are looked into by the designated Family Support Technician.

D. Support each parent's participation in the Agreement process for the purpose of establishing family goals, responsibilities, timetables and strategies for achieving these goals as well as progress in achieving them.

E. Use its best efforts to promote participation in the Head Start governance process to parents with pre-school age children between the ages of three and five years old, e.g., notification of center committee meetings.

F. The Teachers will conduct and document regular monthly emergency/evacuation drills. Documentation shall be made available to ECS staff.

G. By January 15, 2019 ensure at least ten percent (10%) of the children enrolled at the Sites have an active IEP as defined in 45 CFR Part 1305. Provider shall adhere to all Head Start Program Performance Standards on Services for Children with Disabilities 1302.61).

H. Work collaboratively with the ECS Head Start staff, when it is determined that an enrollment vacancy exists, to fill this vacancy immediately with the next eligible child on the ECS Wait List, throughout the program year, which includes the last 30 days of the school year.

I. Use ECS's ERSEA eligibility criteria data to determine which families will be enrolled; recruit and enroll Federal Head Start income eligible children; design services for children and families.

J. Provide quarterly documentation of non-Federal share (volunteer/in-kind/etc.) to ECS, with the fourth quarter due by June 30, 2020.

K. Establish Collaboration meetings with the ECS staff for open communication.

L. Allow outside agencies to conduct CLASS observation two times per year and permit Pre-and Post assessments on all Head Start children.

M. Insure Bus Evacuation Drills are conducted by the District Transportation Department two times per program year.

Facilities Services

25. Notify ECS in writing of any changes in license status of any facility used for Program Services in the performance of this Agreement within 24 hours of such occurrence.

26. Notify ECS of any reportable license incidents/accidents that occur at the Sites' within 24 hours and provide ECS a copy of the incident report that is filed with CDSS/CCL.

27. Services from Provider shall be completed at the Sites below. Any changes in Sites shall require prior written authorization from ECS.

Exhibit A
SYCDC HEAD START SITES

Preschool and Child Development Programs San Ysidro School District
CDC
1880 Smythe Ave.
San Ysidro CA. 92173.
Phone: (619) 428-4476
Fax: (619) 428-1393

Sunset Preschool
3825 Sunset Ln.
San Ysidro CA. 92173
Phone: (619) 428-1148
Fax:(619) 428-7604

EXHIBIT B
SCHEDULE OF PAYMENTS

COMPENSATION:

1. ECS will reimburse for full contract amount in monthly installments, on a 11 month payment schedule, beginning August 2019 to June 2020. Provider must sign and submit the ECS Head Start Provider Invoice including the monthly attendance reports from PROMIS for these months.

2. Total compensation from ECS to Provider shall not exceed **Two Hundred and Ninety Seven Thousand Dollars $297,000.00.**
3. Funds provided by ECS to Provider shall not be used for any purposes impermissible under the Head Start program. Permissible costs include personnel, fringe, supplies and materials, equipment, training and staff development, field trips, printing and publications, meals for parent meetings and such other allowable costs associated with Provider's performance of services.

CLAIMS:

1. Claims are due by the first day of the month following the month indicated in the payment schedule.
2. Provider must sign and submit the ECS Head Start Provider Invoice including monthly attendance reports from PROMIS for these months.

PAYMENTS:

1. ECS will deliver Provider payment via personal delivery by ECS staff
2. ECS may withhold payment until the reports, data, audits or other information required by ECS for contract administration or to meet reporting or auditing requirements are received and approved.

3. ECS may also withhold payment if Provider is in non-compliance with the terms of this Agreement.
4. ECS will withhold payment in the event of official notice of legal garnishment. ECS will comply with the terms of such notice of garnishment.
5. ECS shall distribute to Provider no later than the end of February an applicable tax year Form 1099-MISC for the purpose of Provider tax filing requirements.
6. ECS has the right to withhold payment to Provider when, in the sole opinion of ECS expressed in writing to Provider, (a) Provider's performance, in whole or in part, either has not been carried out or is insufficiently documented, and/or (b) Provider has failed to sufficiently document its request(s) for payment as outlined herein

OTHER:

1. Approved claims shall be paid only from funds granted to ECS through its agreement with Neighborhood House Association (NHA) by ACF, pursuant to the Head Start program, and Provider hereby waives any claim it may have against any other funds of ECS. This Agreement is valid and enforceable only if sufficient funds are made available to ECS by NHA and ACF for the purpose of conducting the program identified in this Agreement. Any expenditures or obligations by Provider made prior to the commencement date of the term of ECS's agreement with NHA will not be accepted by ECS for reimbursement unless approved in writing by ECS.

2. Payments to Provider for all services provided by provided under this Agreement shall only be for costs associated with allowable ~~costs~~ services that are actually provided in the performance of Provider's obligations under this Agreement.

3. Provider's allowable costs are only those which are determined in accordance with:

   A. Department of Health and Human Services Administration of Grants Federal Regulations 45 CFR Part 92 including any amendments thereto and the applicable Subpart listed hereunder; and other documents

regarding principles for determining and allocating the allowable costs of providing the services; and any standards set forth for determining the allow ability of selected items of costs of providing the services. Equipment costs over $5,000 must have prior approval from ECS.

B. Federal Management Title 2, Subtitle A, Chapter II, Part 225, including any amendments to the circular published in the Federal Register by OMB is to be used for determining allowable costs of activities conducted by state and local governmental agencies.

C. An approved budget by ECS.

D. Section 653 of the Head Start Act. Provider shall, within ten (10) days prior to the effective date of this Agreement, execute the Employee Compensation Cap Certification, attached hereto as EXHIBIT "F", with respect to Head Start personnel allocated to this Agreement.

4. For the purposes of payment, one unit of service is defined as one month of full-day/part day/home base Federal Head Start/Early Head Start services for one child slot, not to exceed twelve (12) months during the term of this Agreement. The dollar amount specified as a unit of service shall be determined from reasonable and allowable costs.

5. Provider shall keep a separate accounting for the funds provided under this Agreement, and no part of any funds advanced shall be inappropriately commingled with other funds of Provider. All Head Start funds must be deposited in a FDIC bank account. ECS shall have a lien upon all funds in said account which shall be paramount to all other liens, including, but not limited to, liens of other governmental agencies or by the direction of a trustee in bankruptcy.

EXHIBIT C

ECS HEAD START & EARLY HEAD START

STATEMENT OF COMMITMENT

HEAD START CODE OF CONDUCT (PERFORMANCE STANDARD 1302.90)

A program must ensure all staff, consultants, contractors and volunteers abide by the program's standards of conduct that:

1. Ensure staff, consultants, contractors, and volunteers implement positive strategies to support children's well-being and prevent and address challenging behavior;

2. Ensure staff, consultants, contractors, and volunteers do not maltreat or endanger the health or safety of children, including, at a minimum, that staff must not:

   A. Use corporal punishment;
   B. Use isolation to discipline a child;
   C. Bind or tie a child to restrict movement or tape a child's mouth;
   D. Use or withhold food as a punishment or reward;
   E. Use toilet learning/ training methods that punish, demean, or humiliate a child;
   F. Use any form of emotional abuse, including public or private humiliation, rejecting, terrorizing, extended ignoring, or corrupting a child;
   G. Physically abuse a child;
   H. Use any form of verbal abuse, including profane, sarcastic language, threats, or derogatory remarks about the child or child's family; or
   I. Use physical activity or outdoor time as a punishment or reward;

3. Ensure staff, consultants, contractors, and volunteers respect and promote the unique identity of each child and family and do not stereotype on any basis, including gender, race, ethnicity, culture, religion, disability, sexual orientation, or family composition;

4. Require staff, consultants, contractors, and volunteers to comply with program confidentiality policies concerning personally identifiable information about children, families and other staff members in accordance with subpart C of part 1303 of this chapter and applicable federal, state, local and tribal laws; and,
   Ensure no child is left alone or unsupervised by staff consultants, contractors, or volunteers while under their care.

EXHIBIT D
DESCRIPTION OF SERVICES

SERVICES BY EPISCOPAL COMMUNITY SERVICES:

1. Provide programmatic support as defined in the ECS Standard Operating Procedures and Service Plans.

2. Include Head Start eligibility requirements and pertinent information on the District recruitment materials such as flyers, website etc., for distribution to the community to ensure Head Start is part of the Preschool and Child Development Programs San Ysidro School District information.

3. Provide family, health, social and supportive services to Head Start eligible children and families enrolled at the facilities operated by Provider.

4. Conduct fiscal and programmatic reviews during its on-going monitoring process as needed or as required by the Administration for Children and Families.

5. Any services not specified in this Agreement, which ECS shall not be obligated to do, an additional fee payable to ECS shall be negotiated in good faith between the Parties. Any additional services and/or fees to be added to this Agreement shall be set forth in a written amendment and executed by the Parties. The fees payable to obtain any Additional Services, shall be based on ECS's then current rates, to be negotiated.

EXHIBIT E

Provider agrees to adhere to the following contractual provisions.

1. **Equal Employment Opportunity** - All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E. O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, and Department of Labor."

2. **Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276(c)** - All contracts and sub grants in excess of $2,000 for construction or repair awarded by recipients and Contractors shall include a provision for compliance with the Copeland "Anti - Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Contractor shall be prohibited from inducing, by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

3. **Davis - Bacon Act, as amended (40 U.S.C. 276a to a-7)** - When required by Federal program legislation, all construction contracts awarded by the recipients and Contractors of more than $2000 shall include a provision for compliance with the Davis - Bacon Act (40 U.S.C.276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed And Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.

4. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327 - 333)** - Where applicable, all contracts awarded by recipients in excess of $2000 for construction contracts and in excess of $2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for the transportation or transmission of intelligence.

5. **Rights to Inventions Made Under a Contract or Agreement** - Contracts or agreements or the performance of experimental, developmental, or research work shall provide for the rights of the Federal Governments and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements, "and any implementing regulations issued by the awarding agency.

6. **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et sq.), as amended** - Contracts and sub grants of amounts in excess of $100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

7. **Byrd Anti-Lobbying Amendment (31 U.S.C. 152)** - Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

8. **Debarment and Suspension (E.O. s 12549 and 12689)** - No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

9. **Facilities** - The facility which will be purchased, constructed, or renovated will comply with local licensing and code requirements, ADA, Section 504, and Flood Disaster Protection Act. [45 CFR §1309.10(f)] As evidence of Provider's compliance with the local licensing and code requirements, Provider will submit a copy of the Certificate of Occupancy and a Daycare License for the facility.

10. **Subordination -** If the lender requires a Subordination Agreement, then Provider assures that the Subordination Agreement with the lender or the landlord,' in the case of leased property, must be evidenced by a written agreement with the responsible HHS official and not waive the application of 45 CFR §§1309.21(d) and 1309.22. Provider will submit a draft of the Subordination Agreement to the Regional Office for OGC clearance. [45 CFR §1309.21(f)].

11. **Draft Mortgage -** Provider assures that it will submit a copy of a draft mortgage agreement that contains the requirements of 45 CFR §§1309.22(a), (b), (c), if Provider expect to take loan on the proposed facility. [45 CFR §§1309.22(a), (b), (c)]

12. **Uniform Relocation -** Provider assures that it will comply with requirements of Uniform Relocation Assistance and Real Property Acquisition Policies Act. [45 CFR §1309.10(o)]

13. **Operation Costs -** Provider assures that it will have the ability to meet all the operational costs for the facility within our existing funding level. [45 CFR §1309.11(d)(2)]

14. **Modifications –** Provider assures that it will get a prior written approval from an HHS official for unsolicited modifications of the contracts or when materially altering the costs of the project. [45 CFR §74.44(e)(5)]

15. **Insurance -** Provider assures that it will obtain insurance coverage for the facility which includes student liability insurance, title insurance, physical destruction insurance, etc. Provider will submit copies of such insurance policies to NHA'S Project Manager within five days of acquiring the facility. [45 CFR §1309.23]

16. **Facilities -** Provider assures that it shall maintain the facility acquired, renovated, or constructed with grant funds in a manner consistent with the purposes for which funds were provided and in compliance with State and local government property standards and building codes. [45 CFR §1309.23(c)]

17. **Grant Limitations -** Provider assures that it will comply with all the terms and conditions placed on the grant award regarding the project (that includes but is not limited to the inspection reports, use of the facility, default on mortgage, insurance, maintenance of facilities, copies of official documents, retention of records, audits, prior approval for use of grant funds, program income, procurement procedures, Federal Interest, etc.).

18. **Construction or Renovation -** Provider assures that it will record the Notice of Federal Interest in the appropriate office of land records for the county where the facility is located at the time of commencement of construction or renovation or immediately after the purchase of the facility in accordance with 45 CFR §1303, Subpart E, Provider will submit a copy of the Notice of Federal Interest that includes all the requirements contained in 45 CFR §1303 Subpart E to the Regional Office within 10 business days after the Notice has been recorded and stamped by the land records office. [45 CFR §1309.21]

19. **Facilities Lease –** Provider assures that, in the case of a leased facility where Federal funds will be expended to complete a major renovation of that facility, provider will execute a lease amendment, and will attempt to file it with the lease for the facility in the appropriate local land records.

20. **Notice of Federal Interest and Certification Assurances** - In the event Provider uses Head Start grant funds to lease property or to complete a major renovation of the leased premises, Provider agrees not to sublease, assign, or otherwise transfer the leased property, or use the property for any non-grant purpose, without the express written approval of the responsible HHS official. Provider further agrees to:

(a) Provide ECS's Project Manager with notice of any default by Provider under the Lease, on the date of the discovery of such default;
(b) Provide ECS's Project Manager with notice of that the Lessor has notified Provider of its intent to exercise the remedy of cancellation, termination, and/or other remedies, on the day that Provider receives such notice from the Lessor;
(c) Notify all potential sellers, purchasers, transferors, transferees, mortgagees, creditors, and any other persons or entities who have or may seek to obtain an interest of any kind in the real property for which the Federal government has a beneficial ownership interest and other interests ("Federal Interest") in said property, as defined in and/or regulated by the Head Start Act, 42 U.S.C. §9831 et seq., 45 CFR Parts 74, 92, and 1303 and relevant decisions of the United States courts. The Head Start grant incorporated conditions that include restrictions on the use of the property and provide for a Federal Interest in the property.

In accordance with the terms of the Federal grant, the Head Start Act, 42 U.S.C. §9831 et seq., 45 CFR Parts 74, 92, and 1303 and relevant decisions of the United States courts, the restrictions on the property include, among others, the following:

The property may not be used for any purpose inconsistent with that authorized by the Head Start Act and applicable regulations. The property may not be encumbered, used as collateral, sold or otherwise transferred to another party without the written permission of the responsible HHS official.

The grant conditions and requirements cannot be altered or nullified through a transfer of ownership. Further information regarding the Federal

Interest in the property described in this Notice can be obtained from the **Administration for Children and Families., Office of Grants Management., 90 Seventh Street., 9th Floor., San Francisco., California 94103.**

21. Provider further hereby assures and certifies to ECS that it will comply with the regulations, policies, guidelines and requirements, including OMB Circulars No. A-87, A-I02, and E.O. 12372 as they relate to the application, acceptance and use of federal funds for federally assisted project(s). To the extent applicable, Provider assures and certifies to ECS that:

A. It possesses legal authority to enter into this Agreement; that a resolution, motion, or similar action has been duly adopted or passes as an official act of the applicant's governing body, authorizing the execution of this Agreement, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the Provider to act in connection with the Agreement and to provide such additional information as may be required.

B. It, and · any subcontractor hired by Provider to perform on its behalf hereunder, will comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O.11375, "Amending Executive Order 11246, relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

C. It, and any subcontractor hired by Provider to perform on its behalf hereunder, will comply with the provisions of the Hatch Act (5 U.S.C. §§ 1501 - 1508; and 7324 7328), which limits the political activity of the employee.

D. It, and any subcontractor hired by Provider to perform on its behalf hereunder, will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

F. It, and any subcontractor hired by Provider to perform on its behalf hereunder, will comply with the Copeland "Anti-Kickback" Act (18 U.S.C. § 874), as supplemented by the Department of Labor Regulations (29 C.F.R. Part 3, "Contractors and subcontractors on public building or public work financed in whole or in part by loans or grants from the United States").

G. It, and any subcontractor hired by Provider to perform on its behalf hereunder, will fully comply with all Federal statutes relating to the prohibition against forced child labor and severe forms of trafficking in persons. These include but are not limited to the Trafficking Victims Protection Act of2000 (22 U.S.C. §§ 7104, et seq.) which authorize the termination of grants, contracts and/or cooperative agreements, without penalty to the Federal awarding agency/department, if Provider or any of its subcontractors (i) engages in severe forms of trafficking in persons; (ii) has procured a commercial sex act during the effective period of the contract; and/or (iii) uses forced labor in its performance of this Agreement.

H. It, and any subcontractor hired by Provider to perform on its behalf hereunder, will fully comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) which prohibits discrimination on the bases of race, color or national origin; Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment Practices Act; and any other Federal and State law and regulations hereinafter enacted which may apply to the application.

I. To the extent applicable, if Provider, including any subcontractor it hires to perform on its behalf hereunder, is awarded construction contracts of more than $2,000, Provider agrees to comply with the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7) as supplemented by Department of Labor Regulations (29 CFR Part 5, "Labor standards provisions applicable to contracts governing federally financed and assisted construction"), including the requirement that the correct scale of wages to be paid be posted by the Contractor in a prominent and easily accessible location at the HHS funded worksite.

J. Regarding all negotiated contracts, excluding those for less than $2,500, ECS, NHA, the Federal Awarding Agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts and transcriptions.

K. It, and any subcontractor hired to perform on its behalf hereunder, will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

I HAVE READ AND UNDERSTOOD THAT THE ABOVE INDICATED ASSURANCES ARE REQUIRED TO BE COMPLIED WITH BY THE PRESCHOOL AND CHILD DEVELOPMENT PROGRAMS SAN YSIDRO SCHOOL DISTRICT, A CALIFORNIA SCHOOL DISTRICT, WITH PRIMARY OFFICES LOCATED AT **1880 Smythe Ave. San Ysidro CA. 92173**

Signature,

Chairperson, Board of Directors

Name: Irene Lopez
President of the Govering Board

Date Signed: July 11, 2019

EXHIBIT F
EMPLOYEE COMPENSATION CAP

Abstract
Funds awarded under the Head Start/Early Head Start grants cannot be used to pay the compensation of an individual either as a direct cost or any proration as indirect costs, at a rate in excess of Executive Level II. The rate of compensation for an Executive Level II employee is $192,300.00 per year. Every Head Start grantee and delegate is responsible for assuring its compliance with Section 653 of the Head Start Act. This provision applies to the salary and fringe benefits of any staff employed by a Head Start program who is paid, in whole or in part, with Head Start funds.

Gina A. Potter, Ed.D.
Name

July 11, 2019
Date

Superintendent
Title

San Ysidro School District
Organization

EXHIBIT G

The Child Exit Pass Process is designed with the intent that children never leave the site with anyone other than the approved adult. Staff must adhere to the process daily.

Exit Passes:

- The staff is the first checkpoint in ensuring active supervision and child safety during the critical period of sign-out/dismissal.
- The Exit Pass (will include the following - the child's first and last name, Teacher, classroom # and a photo of the child).
- Parent/guardians are not to independently select an Exit Pass Card. The staff that is assigned to monitor sign-out must hand the Exit Pass to the parent/guardian.
- If one adult is signing out two children, the adult must be handed two Exit Passes, one for each child.

Active Supervision by the Exit Greeter:

- Staff should not give an Exit Pass to an adult that is not on the authorization to pick up.
- The Exit Greeter is physically present at the designated exit gate/door from 5-10 minutes before dismissal until all children have left the site.
- Exit Greeter must visually and/or verbally verify that the appropriate child is leaving the site. Exit Greeter must receive the Exit Pass in hand. Exit Greeter must visually look at the Exit Pass to determine that the child's photo on the Exit Pass matches the child at the gate.
- If the Exit Greeter is someone who is not familiar with all children at the site, then the Exit Greeter must verbally ask the child his/her name, and ensure a match on the Exit Pass.
- If visual or verbal verification does not match, the adult and child are to be directed back to the Teacher.

Sign-outs/Dismissals Outside of Identified Exit Greeter Times:

- Occasionally, a child is picked up at a time outside of the times when the Exit Greeter is stationed at the exit gate/door, (i.e. parent picks up the child for a dentist appointment). In this case, an Exit Pass is given to the parent/guardian. The staff meets the parent/guardian and child prior to leaving the site to retrieve the Exit Pass and ensure that the appropriate child is leaving with the appropriate adult.

Child Exit Pass Implementation Plan Form:

Every Site Supervisor will fill out an Implementation Plan for your specific site (see attached form). Retain one at your site and send a copy to your Manager.

Child Exit Pass Implementation Plan

Site: _____ Date: _____

Name of Exit Greeter: _____

Location of Exit Gate/Door: _____

Times that Gate Keeper is assigned at Exit Gate/Door:

_____ AM Session (5-10 minutes before dismissal)
_____ PM Session (5-10 minutes before dismissal)

"Rainy Day" Plan: _____
_____
_____
_____
_____

Special Accommodations for Site-Specific Needs: _____
_____
_____
_____
_____

_____
Site Supervisor Signature