



# **San Ysidro School District Governing Board**

## **BOARD MEETING MATERIALS**

Thursday,  
May 22, 2025  
5:00 p.m.

**San Ysidro Middle School  
Multicultural Complex  
4345 Otay Mesa Road  
San Ysidro, CA 92173**



# **GENERAL ADMINISTRATION**



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

**REGULAR MEETING OF THE GOVERNING BOARD**  
**THURSDAY, MARCH 13, 2025**  
**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, March 13, 2025, and conducted its business meeting at **Willow Elementary School - Auditorium, 226 Willow Road, San Ysidro, CA 92173**. This meeting was audio recorded. The public was able to view this meeting by accessing the following link  
<https://www.youtube.com/channel/UCGyF01068pwbhe-B5xnyl-A/videos>.

Pursuant to Board Bylaw 9323 and Government Code 54953.5, members of the public may record an open Board meeting using an audio or video recorder, camera, cell phone, or other device, provided that the noise or obstruction of view does not disrupt the meeting or members of the audience. If a member of the public or media wishes to stand and record the meeting or set up a tripod, such recording must be done so on the left or right side of the public seating area. The Superintendent or an assigned employee may designate recording locations. If the Board determines that noise or obstruction of view disrupts proceedings, the activities shall be discontinued as determined by the Board.

Any meeting participant who engages in disorderly conduct which disturbs the peace and good order of the meeting, or refuses to comply with the lawful orders of the Board may be ordered removed from the meeting, and may be guilty of a misdemeanor (Cal. Penal Code Sec. 403).

Closed Session was conducted in accordance with applicable sections of California Law. Open session began immediately following closed session at approximately 6:15 p.m.

**MINUTES**

**1. CALL TO ORDER** Who: Martinez Time: 5:02 p.m.

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

Board Members Present:

Mrs. Zenaida Rosario, Board President - *Absent*

Mr. Antonio Martinez, Board Vice President

Mrs. Irene Lopez, Board Clerk

Mr. Martin Arias, Board Member

Mrs. Kenia Peraza, Board Member

**3. AGENDA**

The Board approved the agenda for the meeting with the following correction:

- 1) Corrected the school site location for Consent Calendar Agenda Item 14B.2 to say Ocean View Hills.

Motion: Lopez Second: Peraza Vote: 4-0

**4. PUBLIC COMMENT/COMMUNICATIONS ON CLOSED SESSION ITEMS**

The Board of Trustees has established protocols that will allow the Board to conduct the business of the District while also achieving the type of open communication that we all want in our community. The Board values the input of parents, students, employees and other members of the public. Our goal is to allow the free exchange of views among Board members and its staff and between members of the public and the Board while maintaining a respectful and orderly atmosphere. It is the Board's policy to encourage all interested individuals to contribute constructive ideas and perspectives during the meetings, while respecting the right of others to express their ideas and perspectives. The Board welcomes disagreement, but it is important that disagreement be expressed in a meaningful and respectful manner. Speakers should not make personal attacks on other individuals. To promote these goals, we ask that everyone be courteous, patient and respectful while others are speaking. Each speaker should feel free to express his or her viewpoint freely, but in a courteous and respectful way, speaking concisely and within the allotted time limits. Members of the public will

not speak unless first recognized by the Board President/Chairperson and will speak only from the podium, not directly from the audience at any time.

Please submit public comment forms prior to start of meeting at 5:00 p.m. Per Board Policy #9323, three (3) minutes may be allotted to each speaker and five (5) minutes for organizations to address **Closed Session Items Only**. (Closed Session Items may be continued to the end of meeting if necessary.)

Board Member Martin Arias made a motion to recess to closed session, seconded by Board Clerk Irene Lopez. The vote was 4-0.

**5. GOVERNING BOARD – RECESSED to CLOSED SESSION at 5:05 p.m. in accordance with section 54954.5 regarding:**

**5.1 GOVERNMENT CODE SECTION 54957.6**

**CONFERENCE WITH LABOR NEGOTIATORS**

Agency Negotiators: District Legal Counsel Joseph Sanchez and Director of Human Resources Efrain Burciaga

Employee Organizations:

San Ysidro Education Association/CTA

California School Employees Association, Chapter 154

Unrepresented:

Administrators, Certificated Management, Classified Management & Confidential

**5.2 GOVERNMENT CODE SECTION 54957**

PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE/REASSIGNMENT

**5.3 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9:

No. of cases: 4

**RECONVENED into OPEN SESSION at 6:24 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 no report to provide from the Closed Session.

**6. CALL TO ORDER** Who: Martinez Time: 6:24 p.m.

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

Board Members Present:

Mrs. Zenaida Rosario, Board President - *Absent*

Mr. Antonio Martinez, Board Vice President

Mrs. Irene Lopez, Board Clerk

Mr. Martin Arias, Board Member

Mrs. Kenia Peraza, Board Member

**8. FLAG SALUTE** by Fanny Rangel Fernandez, Willow Elementary School, 6th grade student

**9. BOARD RECOGNITION/DISTINGUISHED CHAMPIONS** (Bojorquez/Inzunza)

**9.1** Willow Elementary School - Student and Staff Recognitions - Presented by Willow Elementary School Principal, Myrna Cerda

- **Exceptional Achievement of Students in Reclassification:**

- 5th grade: Andrea Ayala Velazquez, Melysah Castanos, Nicolas Garcia Torres, Jonathan Garcia Vazquez and Sofia Rivera

- 6th grade: Lina Cruz Villela, Kaleb Figueroa, Joline Guzman, Jonathan Nungaray, Fanny Rangel and Yeicelyn Reynaga

## 9.2 Ocean View Hills Transitional Kindergarten Student Performance - Introduced by Ocean View Hills Elementary School Assistant Principal, Vikki Viramontes-Castorena

- Imani Boswell, Emiliyah Cabrera, Daritza Garcia, Aiden He, Christy Liang, Ilan Lopez, Zayn Lynch, Aaron Mendoza, Alejandro Munoz, Fernando Munoz and Liam Paullada

## 10. PUBLIC COMMENT/COMMUNICATIONS ON OPEN SESSION ITEMS

The Board of Trustees has established protocols that will allow the Board to conduct the business of the District while also achieving the type of open communication that we all want in our community. The Board values the input of parents, students, employees and other members of the public. Our goal is to allow the free exchange of views among Board members and its staff and between members of the public and the Board while maintaining a respectful and orderly atmosphere. It is the Board's policy to encourage all interested individuals to contribute constructive ideas and perspectives during the meetings, while respecting the right of others to express their ideas and perspectives. The Board welcomes disagreement, but it is important that disagreement be expressed in a meaningful and respectful manner. Speakers should not make personal attacks on other individuals. To promote these goals, we ask that everyone be courteous, patient and respectful while others are speaking. Each speaker should feel free to express his or her viewpoint freely, but in a courteous and respectful way, speaking concisely and within the allotted time limits. Members of the public will not speak unless first recognized by the Board President/Chairperson and will speak only from the podium, not directly from the audience at any time.

### **PLEASE SUBMIT PUBLIC COMMENT FORMS PRIOR TO START OF MEETING**

Per Board Policy #9323, three (3) minutes may be allotted to each speaker and five (5) minutes for organizations to address all of their items. **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 the start of the 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](http://www.sysdschools.org).

**Griselda Becerra, Parent, Commented:** 1) Shared concerns about Willow Elementary.

**Christina Casas, Parent, Commented:** 1) Shared concerns about sixth-grade camp.

**Allyson Murillo, Community Member, Commented:** 1) Shared special education concerns.

**Karina Robles, Parent, Commented:** 1) Shared special education concerns.

**Pablo Sainz-Ferretti, Author, District Translator & Interpreter, Commented:** 1) Shared remarks about translation and interpretation services.

**Fernando Rios, CSEA Chapter 152, Commented:** 1) Shared concerns regarding the proposed classified layoff resolution.

**Nirvana Bustos, CSEA Chapter 152 Vice President, Commented:** 1) Shared comments about professional development. 2) Shared concerns regarding the proposed classified layoff resolution. 3) Shared details about some of the duties of an Outreach Consultant.

## 11. ITEMS FROM THE BOARD & SUPERINTENDENT

**Board Clerk Lopez, Commented:** 1) Extended gratitude to Principal Myrna Cerda of Willow Elementary School for graciously hosting the board meeting. 2) Thanked Superintendent Potter for her leadership.

**Board Member Peraza, Commented:** 1) Attended the Child Development Center (CDC) Art Show. 2) Participated in Read Across America activities at Smythe Elementary School and Ocean View Hills Elementary School. 3) Attended La Mirada and Ocean View Hills family open house event. 4) Thanked San Ysidro Middle School Maireen Ruiz for the wonderful school visit.

**Board Member Arias, Commented:** 1) Expressed appreciation to the community for their attendance and continued support at the board meeting. 2) Congratulated the Transitional Kindergarten performers from Ocean View Hills Elementary for their wonderful presentation. 3) Recognized and congratulated the Willow Elementary student for mastering English and achieving reclassification status. 4) Extended gratitude to Principal Myrna Cerda of Willow Elementary School for graciously hosting the board meeting.

**Board President Martinez, Commented:** 1) Thanked Principal Myrna Cerda and the Willow Elementary School team for warmly hosting the board meeting. 2) Offered heartfelt congratulations to all classified and certificated staff honored as Employees of the Year. 3) Expressed sincere appreciation to retired employee Monica Yrineo for her continued dedication in returning to support the district.

**Superintendent Potter, Commented:** 1) Participated in Read Across America events throughout the district and expressed heartfelt appreciation to all IMRAs and staff for their coordination and dedication. 2) Facilitated the Superintendent's Student Council Meeting, supporting student leaders in identifying and selecting their key projects for the year. 3) Attended the inspiring motivational event with Ale Velasco at Ocean View Hills Elementary. With 30 years of experience, over 2,700 global conferences, and 23 authored books, her message was impactful. Extended special thanks to Board President Zenaida Rosario for bringing her to our district. 4) Thanked our dedicated retired employees for returning to support our district with their time and expertise. 5) Expressed appreciation to each parent who voiced their concerns and offered our team to continue to collaborate and communicate. 6) Thanked the San Ysidro Education Collaborative for organizing the 7th Grade Internship Day at Plaza de las Américas and congratulated them on receiving the Community Partners Award. 7) Commended the Educational Services Department for their thoughtful planning and execution of the District Spelling Bee. 8) Applauded Director of Early Childhood Education, Julie Prezter, and the Child Development Center team for hosting a beautiful and creative Art Showcase. 9) Recognized and thanked each of our union teams for their continued leadership and partnership.

## 12. CONFERENCE SESSION

### Reports/Presentations

**12.1** 2024-2025 Second Interim Financial Report - Presented by Chief Business Official, Marilyn Adrianzen

## 13. GENERAL ADMINISTRATION

### 13.1 MINUTES (Potter)

The Board approved the minutes of the Special Board Meeting of February 27, 2025.

Motion: Lopez      Second: Arias      Vote: 4-0

### 13.2 2025 CSBA DELEGATE ASSEMBLY ELECTION (Potter)

The Board elected the following representatives to the 2025 CSBA Delegate Assembly (6 vacancies): Barbara Avalos (National SD), Elva Lopez-Zepeda (Sweetwater Union HSD)\*, Zenaida Rosario (San Ysidro ESD) and Cipriano Vargas (Vista USD).\*

Motion: Martinez      Second: Lopez      Vote: 4-0

### 13.3 RESOLUTION NO. 24/25-0030 - CESAR CHAVEZ DAY (Bojorquez)

The Board adopted Resolution No. 24/25-0030, celebrating the life, values, and sacrifices of Cesar Chavez by honoring his birthday on March 31st as "Cesar Chavez Day."

Motion: Arias      Second: Lopez      Vote: 4-0

**13.4 RESOLUTION NO. 24/25-0031- DAY/WEEK OF THE TEACHER** (Burciaga)

The Board adopted Resolution No. 24/25-0031 declaring the observance of Wednesday, May 7, 2025, as the San Ysidro "Day of the Teacher" and the week of May 5-9, 2025, as "Week of the Teacher."

Motion: Lopez      Second: Arias      Vote: 4-0

**13.5 RESOLUTION NO. 24/25-0032- CLASSIFIED/CONFIDENTIAL SCHOOL EMPLOYEE WEEK** (Burciaga)

The Board adopted Resolution No. 24/25-0032 recognizing the week of May 18-24, 2025, as "Classified and Confidential School Employee Week."

Motion: Lopez      Second: Arias      Vote: 4-0

**13.6 RESOLUTION NO. 24/25-0033 OF SAN YSIDRO SCHOOL DISTRICT EXPRESSING SUPPORT FOR SENATE BILL 10 REGARDING TIJUANA RIVER VALLEY POLLUTION MITIGATION** (Iniguez)

The Board adopted Resolution No. 24/25-0033 of the San Ysidro School District expressing support for Senate Bill 10 regarding Tijuana Valley Pollution Mitigation.

Motion: Arias      Second: Peraza      Vote: 4-0

**13.7 RENAMING/NAMING OF FACILITIES** (Iniguez)

The Board approved the creation of facility naming/renaming committees for Beyer and San Ysidro Middle School.

Motion: Arias      Second: Peraza      Vote: 4-0

**13.8 SECOND INTERIM FINANCIAL REPORT FOR 2024-25 FISCAL YEAR** (Adrianzen)

The Board approved the 2024-25 Second Interim Financial Report.

Motion: Lopez      Second: Arias      Vote: 4-0

**13.9 RESOLUTION NO. 24/25-0034 AUTHORIZING THE ISSUANCE OF THE 2020 GENERAL OBLIGATION BONDS, SERIES C (MEASURE T) PURSUANT TO CERTAIN PROVISIONS OF THE GOVERNMENT CODE IN A PRINCIPAL AMOUNT NOT TO EXCEED \$22,155,000 AND APPROVING CERTAIN OTHER MATTERS RELATED THERETO** (Adrianzen)

The Board approved Resolution No. 24/25-0034.

Motion: Martinez      Second: Arias      Vote: 4-0

**13.10 RESOLUTION NO. 24/25-0035 AUTHORIZING THE ISSUANCE OF THE 2020 GENERAL OBLIGATION BONDS, SERIES C (MEASURE U) PURSUANT TO CERTAIN PROVISIONS OF THE GOVERNMENT CODE IN A PRINCIPAL AMOUNT NOT TO EXCEED \$20,500,000 AND APPROVING CERTAIN OTHER MATTERS RELATED THERETO** (Adrianzen)

The Board approved Resolution No. 24/25-0035.

Motion: Lopez      Second: Peraza      Vote: 4-0

**13.11 RESOLUTION NO. 24/25-0036 AUTHORIZING THE ISSUANCE OF THE 2025 GENERAL OBLIGATION REFUNDING BONDS, SERIES A, IN ONE OR MORE SERIES, IN A PRINCIPAL AMOUNT NOT TO EXCEED \$37,000,000 AND APPROVING CERTAIN OTHER MATTERS RELATED THERETO (Adrianzen)**

The Board approved Resolution No. 24/25-0036.

Motion: Arias

Second: Lopez

Vote: 4-0

**14. CONSENT CALENDAR**

The Board approved the Consent Calendar with the following changes:

1. Pulled Consent Calendar items 14C.1, 14E.12, and 14E.15 for discussion and to be voted on separately.

Motion: Arias

Second: I. Lopez

Vote: 4-0

**14A. PERSONNEL – CLASSIFIED**

**EMPLOYMENT (Burciaga)**

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

**14A.1 Bus Driver**

- a. Veronica Alvarez, Transportation

**14A.2 Substitute Child Nutrition Specialist**

- a. Susana Taich, All Sites

**14A.3 Substitute Clerks**

- a. Michelle Caldwell, All Sites
- b. Veronica G Arce Ochoa, All Sites
- c. Isabelle Olea, All Sites
- d. Natalie Villarruel, All Sites

**14A.4 Substitute Custodians**

- a. Julian Redes, All Sites
- b. Susana Taich, All Sites

**14A.5 Substitute Instructional Aide**

- a. Ezra Guerrero, All Sites

**RESIGNATIONS (Burciaga)**

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

**14A.6 Campus Aide**

- a. Natalie Villarruel, San Ysidro Middle School

**14A.7 Custodian**

- a. Christian Gonzalez, San Ysidro Middle School

**14A.8 Instructional Aide**

- a. Yaneli Sandoval, Child Development Center

**14B. PERSONNEL – CERTIFICATED**

**EMPLOYMENT (Burciaga)**

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

**14B.1 Special Day Class Teacher (Moderate/Severe)**

- a. Natalia Tello-Garcia, Sunset

**RESIGNATIONS (Burciaga)**

The Board approved the resignation for the following as recommended by staff:

**14B.2 Classroom Teacher K-6**

- a. Emily Gross, ~~Willow~~ **Ocean View Hills**

**14C. PERSONNEL – MANAGEMENT AND CONFIDENTIAL****APPOINTMENT (Burciaga)**

The Board approved the appointment of the following as recommended by staff:

**14C.1 Principal - *Pulled for discussion and to be voted on separately***

- a. Matthew Bandy, Vista Del Mar Middle School

Motion: Martinez      Second: Peraza      Vote: 4-0

**14D. CURRICULUM & INSTRUCTION****14D.1 LICENSE AGREEMENT WITH AMIRA LEARNING AS THE READING DIFFICULTIES RISK SCREENER (Bojorquez)**

The Board approved the license agreement with Amira Learning as the Reading Difficulties Risk Screener to assess students in grades Kindergarten through second during the 2025-26 school year at the cost of \$25,380.00 from the Literacy Screenings Professional Development State funding.

**14D.2 RENEWAL OF GOGUARDIAN LICENSES FROM CDW-G FOR SAFER ONLINE STUDENT ACCESS (Bojorquez)**

The Board approved/ratified the renewal of the GoGuardian licenses from CDW-G as a tool to facilitate safer access to online educational materials at a total cost of \$35,090.00 from the General fund.

**14D.3 32ND ANNUAL ADELANTE MUJER CONFERENCE**

The Board approved the participation of approximately fifty students in grades fifth through eighth and their parents at the 32<sup>nd</sup> Annual Adelante Mujer Conference scheduled for April 19, 2025, at the cost of \$5,000.00 from the General fund.

**14D.4 STORYJUMPER EDUCATIONAL ONLINE TOOL (Bojorquez/Cerda)**

The Board approved the use of StoryJumper Educational Online Tool at Willow Elementary at no cost to the school.

**14D.5 PROFESSIONAL DEVELOPMENTS (Bojorquez)**

The Board approved/ratified the attendance and participation of District staff to the different professional developments as attached.

**14E. BUSINESS****14E.1 PURCHASING REPORT (Adrianzen)**

The Board approved/ratified the purchase orders processed by the District during the month of February 2025.

**14E.2 EXPENDITURE REPORT (Adrianzen)**

The Board approved/ratified the expenditures incurred by the District during the month of February 2025.

**14E.3 ACCEPTANCE OF DONATIONS (Adrianzen)**

The Board accepted the donations and grants valued at \$1,300.00 to help support and enrich our educational programs.

**14E.4 APPROVE/RATIFY AGREEMENTS WITHIN DELEGATION OF AUTHORITY LIMITS (Adrianzen)**

The Board approved/ratified the agreements on the attached list with cost implications that fall within the authorized delegation of authority limits of up to \$15,000 for public project contracts and up to \$30,000 for all other contracts from the various funding sources or at no cost to the district.

**14E.5 COMPENSATION AGREEMENT FOR PROPERTY RETAINED BY THE CITY OF SAN DIEGO FOR FUTURE DEVELOPMENT – BALBOA THEATRE (Adrianzen)**

The Board approved the Compensation Agreement for property retained by the City of San Diego for future development. The San Ysidro School District has been identified as an Affected Taxing Entity (ATE) for the site known as the Balboa Theatre in San Diego, California.

**14E.6 COMPENSATION AGREEMENT FOR PROPERTY RETAINED BY THE CITY OF SAN DIEGO FOR FUTURE DEVELOPMENT – LINDA VISTA (Adrianzen)**

The Board approved the Compensation Agreement for property retained by the City of San Diego for future development. The San Ysidro School District has been identified as an Affected Taxing Entity (ATE) for the site known as the Linda Vista in San Diego, California.

**14E.7 AWARD RFP NO. 2425-06 AND AGREEMENT TO COX CALIFORNIA TELECOM, LCC FOR E-RATE CATEGORY 1 NETWORK SERVICES (METRO-ETHERNET WAN) (Adrianzen/Lewis)**

The Board awarded RFP No. 2425-06 and approve the 3-year Agreement with Cox California Telecom, LCC E-Rate Form 470 Category 1 Network Services (Metro-Ethernet WAN) in the monthly amount of \$6,505 from the General and ERate funds.

**14E.8 AWARD RFP NO. 2425-07 AND PURCHASE OF DATEL SYSTEMS INCORPORATED FOR E-RATE CATEGORY 2 HARDWARE (Adrianzen/Lewis)**

The Board awarded RFP No. 2425-07 and approve the hardware purchase of E-Rate Category 2 Equipment to Datel Systems Incorporated in the amount of \$543,837.37 to be paid from the General, E-Rate, and other funding sources.

**14E.9 AGREEMENT WITH INDUSTRIAL ELECTRIC COMMERCIAL PARTS & SERVICES, LLC (Iniguez)**

The Board approved/ratified the agreement with Industrial Electric Commercial Parts & Service, LLC, to provide cafeteria equipment services, maintenance, and repairs on an “as needed” basis. Cost implications will be paid from the Child Nutrition fund.

**14E.10 WORK AUTHORIZATION TO MASTER AGREEMENT WITH NINYO & MOORE (Iniguez)**

The Board approved the Work Authorization No. 09 with Ninyo & Moore to provide Hazardous Building Materials (HBM) Survey, soil sampling, and concrete coring for the CDC Consolidation Project at La Mirada Elementary School in an amount not to exceed \$14,259.17 and an Owner-controlled contingency of \$1,490.83 for a total of \$15,750.00 from the State Allocation Board Reimbursement fund.

**14E.11 PROFESSIONAL SERVICES AGREEMENT WITH UES PROFESSIONAL SOLUTIONS, INC. (Iniguez)**

The Board approved the agreement with UES Professional Solutions, Inc. to provide Geotechnical Investigation Services for the CDC Consolidation Project at La Mirada Elementary School in the amount of \$21,400.00 with an additional Owner-controlled contingency of \$1,100.00 for a total of \$22,500.00 from the State Allocation Board Reimbursement fund.



**14E.12 AMENDMENT NO. 1 AND WORK AUTHORIZATION NO. 2 TO THE MASTER AGREEMENT WITH PLACEWORKS** (Iniguez) - *Pulled for discussion and to be voted on separately*

The Board approved Amendment No. 1 and Work Authorization No. 2 with Placeworks to provide required reports, obtain approval from DTSC, and provide Title 5 Studies for the Beyer Community Educational Resource Center and San Ysidro Middle School Projects in an amount not to exceed \$64,560.00 from G.O. Bonds, Measures T & U.

Motion: Arias

Second: Lopez

Vote: 3 Ayes - 1 Noes (Peraza)

**14E.13 MEMORANDUM OF UNDERSTANDING WITH OUR LADY OF MT. CARMEL SCHOOL FOR TITLE III FUNDING AND SERVICES** (Bojorquez/Rodriguez)

The Board approved the Memorandum of Understanding with Our Lady of Mount Carmel School for Title III funds and services for the 2024-2025 school year at a cost not to exceed \$36,434.69.

**14E.14 AGREEMENT WITH SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS FOR PARTICIPATION IN PROJECT CLEAR** (Bojorquez)

The Board approved/ratified the agreement with the San Diego County Superintendent of Schools for the Reading Recovery Program preparation and certification through the Project CLEAR program during the 2024-2026 school years.

**14E.15 AGREEMENT WITH THE SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS FOR THE IMPLEMENTATION OF THE CHILD AND YOUTH BEHAVIORAL HEALTH INITIATIVE (CYBHI) PROGRAM** (Bojorquez/Villezcás) - *Pulled for discussion and to be voted on separately*

The Board approved/ratified the agreement with the San Diego County Superintendent of Schools for the implementation of the Child and Youth Behavioral Health Initiative (CYBHI) Program for 2024-2027 school years. SDCOE shall pay for services rendered pursuant to this agreement, in the amount of \$218,484.17.

Motion: Arias

Second: Lopez

Vote: 3 Ayes - 1 Noes (Peraza)

Board Vice President Antonio Martinez made a motion to recess back to closed session, seconded by Board Member Arias. The vote was 4-0.

**5. GOVERNING BOARD – RECESSED to CLOSED SESSION at 8:42 p.m. in accordance with section 54954.5 regarding:**

**5.1 GOVERNMENT CODE SECTION 54957.6  
CONFERENCE WITH LABOR NEGOTIATORS**

Agency Negotiators: District Legal Counsel Joseph Sanchez and Director of Human Resources Efrain Burciaga

Employee Organizations:

San Ysidro Education Association/CTA

California School Employees Association, Chapter 154

Unrepresented:

Administrators, Certificated Management, Classified Management & Confidential

**5.2 GOVERNMENT CODE SECTION 54957  
PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE/REASSIGNMENT**

**5.3 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9:  
No. of cases: 4

**RECONVENED into OPEN SESSION at 9:28 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.

Board Clerk Irene Lopez made a motion to adjourn the meeting, seconded by Board Member Martin Arias.. The vote was 4-0.

**15. ADJOURNMENT** Time: 9:28 p.m.

Respectfully Submitted,

Gina A. Potter, Ed.D., Superintendent

**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, APRIL 10, 2025**  
**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, April 10, 2025, and conducted its business meeting at **La Mirada Elementary School - Auditorium, 222 Avenida De La Madrid, San Ysidro, CA 92173**. This meeting was audio recorded. The public was able to view this meeting by accessing the following link  
<https://www.youtube.com/channel/UCGyF01068pwbhe-B5xnyl-A/videos>.

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Any meeting participant who engages in disorderly conduct which disturbs the peace and good order of the meeting, or refuses to comply with the lawful orders of the Board may be ordered removed from the meeting, and may be guilty of a misdemeanor (Cal. Penal Code Sec. 403).

Closed Session was conducted in accordance with applicable sections of California Law. Open Session began immediately following closed session at approximately 6:15 p.m.

**MINUTES**

**1. CALL TO ORDER** Who: Rosario Time: 5:02 p.m.

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

**Board Members present:**

Mrs. Zenaida Rosario, Board President  
Mr. Antonio Martinez, Board Vice President - *Absent*  
Mrs. Irene Lopez, Board Clerk  
Mr. Martin Arias, Board Member  
Mrs. Kenia Peraza, Board Member

**3. AGENDA**

The Board approved the agenda with the following correction:

- [For General Administration agenda item 13.3 – 2025-2026 Staff Calendars, added the following note to the Classified 2025-2026 Work Calendars: "Calendars will be approved pending ratification by the Classified School Employees Association \(CSEA\) and its San Ysidro Chapter 154"](#)

Motion: Rosario Second: Lopez Vote: 4-0

**4. PUBLIC COMMENT/COMMUNICATIONS ON CLOSED SESSION ITEMS**

The Board of Trustees has established protocols that will allow the Board to conduct the business of the District while also achieving the type of open communication that we all want in our community. The Board values the input of parents, students, employees and other members of the public. Our goal is to allow the free exchange of views among Board members and its staff and between members of the public and the Board while maintaining a respectful and orderly atmosphere. It is the Board's policy to encourage all interested individuals to contribute constructive ideas and perspectives during the meetings, while respecting the right of others to express their ideas and perspectives. The Board welcomes disagreement, but it is important that disagreement be expressed in a meaningful and respectful manner. Speakers should not make personal attacks on other individuals. To promote these goals, we ask that everyone be courteous, patient and respectful while others are speaking. Each speaker should feel free to express his or her viewpoint freely, but in a courteous and respectful way, speaking concisely and within the allotted time limits. Members of the public will not speak unless first recognized by the Board President/Chairperson and will speak only from the podium, not directly from the audience at any time.

Please submit public comment forms prior to start of meeting at 5:00 p.m. Per Board Policy #9323, three (3) minutes may be allotted to each speaker and five (5) minutes for organizations to address **Closed Session Items Only**. (Closed Session Items may be continued to the end of meeting if necessary.)

There were no public comments for closed session items.

Board Member Arias made a motion to recess to closed session, seconded by Board Clerk Lopez. The vote was 4-0.

**5. GOVERNING BOARD – RECESSED to CLOSED SESSION at 5:04 p.m. in accordance with section 54954.5 regarding:**

**5.1 GOVERNMENT CODE SECTION 54957.6**

**CONFERENCE WITH LABOR NEGOTIATORS**

Agency Negotiators: District Legal Counsel Joseph Sanchez and Director of Human Resources Efrain Burciaga

Employee Organizations:

San Ysidro Education Association/CTA

California School Employees Association, Chapter 154

Unrepresented:

Administrators, Certificated Management, Classified Management & Confidential

**5.2 GOVERNMENT CODE SECTION 54957**

PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE/REASSIGNMENT

**5.3 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9:

No. of cases: 5

**RECONVENED into OPEN SESSION at 6:22 p.m.** to take action on items discussed in closed session, or to make disclosures of action taken in closed session, if any, as required by Government Code section 54957.7 and section 54957.1.

The Board had nothing to report from closed session.

**6. CALL TO ORDER** Who: Rosario Time: 6:22 p.m.

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

**Board Members present:**

Mrs. Zenaida Rosario, Board President

Mr. Antonio Martinez, Board Vice President - *Absent*

Mrs. Irene Lopez, Board Clerk

Mr. Martin Arias, Board Member

Mrs. Kenia Peraza, Board Member

**8. FLAG SALUTE** by Melany Pinedo, La Mirada Elementary School, 4th grade student

## 9. BOARD RECOGNITION/DISTINGUISHED CHAMPIONS (Bojorquez)

### 9.1 La Mirada Elementary School - Student and Staff Recognitions - Presented by La Mirada Elementary School Principal, Laura English

- **2024-2025 Student Council Representatives:** Sol Romero, Isabel Verduzco, Jose Salazar, Delilah Murillo, Lorenzo Raqueno, Juan Beltran, Meleny Pinedo, Jayleen Gonzalez, Brianna Trejo, Gianna Orozco, Natasha Osuna, Hector Tizapaneco, Sophia Morales and Paulina Gonzalez
- **Voted by students and staff as favorite Mental Health Awareness T-shirt design at La Mirada:** Celeste Jauregui
- **Speech, Language & Pathologist:** Pilar Barros Pereira & Karla Verduzco
- **Speech, Language & Pathologist Aide:** Jocelyn Juarez
- **Special Education Instructional Aides:** Maria Cruz, Janet DeShazer, Maria Del Rocio Diaz, Yuriria Lara Anaya, Sarely Lazo, Patricia Lopez, Alexandra Paul, Maria Fernanda Rios and Joana Ynostros.
- **Special Education Instruction Health Care Assistants:** Raul Casillas and Enriqueta Mendez
- **Certificated Special Education Staff:** Irma A. Abedoy (TK-6<sup>th</sup> RSP Teacher), Brenda Casillas (2-3<sup>rd</sup> SDC Teacher/MM), Yuridia Marin (K-2<sup>nd</sup> SDC Teacher/MM), Marcos Mendoza (TK SDC Teacher), Cinthia Nunez (3-5<sup>th</sup> SDC Teacher/MM), Sophia Railey (5-6<sup>th</sup> SDC Teacher/MM), Rayna Lyn Leonor (Temp. School Psychologist) and Jedzida Herron (Social Worker).
- **Agency Staff:** Lael Profit, Alondra Gomez, Viridiana Apodaca and Viridiana Morales

### 9.2 Willow Elementary Recognition/Distinguished Champion Award - Presented by Willow Elementary School Principal, Myrna Cerda

- **For Outstanding English Language Arts for the 2nd Trimester of School Year 2024-2025:** Emma Jasso

### 9.3 Professional Growth Pathway Recognition: Presented by Assistant Superintendent of Administrative Leadership, School Support and Safety, Dr. Jose Iniguez

- **For completing the entrance program required to participate in the state's bus driver training program:** Jasmin Lopez (Bus Driver)
- **For successfully meeting the requirements to become a certified bus driver:** Veronica Alvarez (Bus Driver)

### 9.4 Board Meeting Operations Crew - Presented by Assistant Superintendent of Administrative Leadership, School Support and Safety, Dr. Jose Iniguez, and Chief Business Official, Marilyn Adrianzen

- **Technology:** Todd Lewis (Director of Education Technology), Fernando Martinez (Network and Systems Specialist), Gianfranco Fimbres-Mejia (Information Computer Specialist), Jose Garcia (Information Computer Specialist), and Ivan Manriquez (Information Computer Specialist)
- **Nutrition Services:** Ana Bush (Child Nutrition Production Coordinator) & Yesenia Charles (Area Production Lead)
- **Sound & Setup:** Andrew Macias (Publications, Warehouse and Technology Support Technician)
- **Coordination, Planning & Facilitation:** Miguel Ortega (Senior Executive Secretary) and Cristina Inzunza (Communications Specialist)

The Board reached consensus to move the following agenda item:

## 12. CONFERENCE SESSION

### Reports/Presentations

#### 12.1 Crisis Prevention Institute (CPI): Nonviolent Crisis Intervention Training - Presented by Jim Perondi, SELPA CPI Trainer & Orientation & Mobility Instructor

## 10. PUBLIC COMMENT/COMMUNICATIONS ON OPEN SESSION ITEMS

The Board of Trustees has established protocols that will allow the Board to conduct the business of the District while also achieving the type of open communication that we all want in our community. The Board values the input of parents, students, employees and other members of the public. Our goal is to allow the free exchange of views among Board members and its staff and between members of the public and the Board while maintaining a respectful and orderly atmosphere. It is the Board's policy to encourage all interested individuals to contribute constructive ideas and perspectives during the meetings, while respecting the right of others to express their ideas and perspectives. The Board welcomes disagreement, but it is important that disagreement be expressed in a meaningful and respectful manner. Speakers should not make personal attacks on other individuals. To promote these goals, we ask that everyone be courteous, patient, and respectful while others are speaking. Each speaker should feel free to express his or her viewpoint freely, but in a courteous and respectful way, speaking concisely and within the allotted time limits. Members of the public will not speak unless first recognized by the Board President/Chairperson and will speak only from the podium, not directly from the audience at any time.

**PLEASE SUBMIT PUBLIC COMMENT FORMS PRIOR TO START OF MEETING**

Per Board Policy #9323, three (3) minutes may be allotted to each speaker and five (5) minutes for organizations to address **all of their items**. **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 the start of the 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](http://www.sysdschools.org).

**Alice De La Torre, San Ysidro Education Collaborative, Commented:** 1) Provided an overview of the the San Ysidro Education Collaborative focus areas. 2) Promoted 4th Annual the San Ysidro STEM Fair. 3) Announced the Family Financial Fun Night event.

**Jessica Meza, Parent, Commented:** 1) Shared La Mirada Elementary concerns.

**Karina Robles, Parent, Commented:** 1) Shared Willow Elementary and special education concerns.

**Erick Alexander Aguilera, Student, Commented:** 1) Shared various concerns regarding school.

**Alicia Aguilera, Parent, Commented:** 1) Share special education concerns.

**Sarahi Estrada Aceves, Parent, Commented:** 1) Share concerns.

**Roxane Palestino, Parent, Commented:** 1) Shared special education concerns.

**Roxane Palestino, Parent, Commented:** 1) Shared concerns regarding agenda item 9.1

**Roxane Palestino, Parent, Commented:** 1) Shared concerns regarding agenda item 12.1

**Roxane Palestino, Parent, Commented:** 1) Shared concerns regarding agenda item 14C.2

**Roxane Palestino, Parent, Commented:** 1) Shared concerns regarding agenda item 14D.1

**Roxane Palestino, Parent, Commented:** 1) Shared concerns regarding agenda item 14E.4

**Roxane Palestino, Parent, Commented:** 1) Shared concerns regarding agenda item 14E.13

**11. ITEMS FROM THE BOARD & SUPERINTENDENT**

**Board Member Arias,** deferred comments in the interest of being considerate of the length of time of the board meeting.

**Board Member Peraza, Commented:** 1) Provided Comments on Agenda Item 9.1 2) Attended the 50th Annual California Association for Bilingual Education (CABE) Conference.

**Board Clerk Lopez, Commented:** 1) Expressed gratitude to Alice De La Torre for her attendance and for sharing valuable information about the San Ysidro Education Collaborative. 2) Thanked the community for its continued support in passing the GO Bond measures, which will benefit schools and students across the district.

**Board President Rosario, Commented:** 1) Extended congratulations to all students and staff who were recognized during the board meeting. 2) Commended Martha Vasquez for her recognition at the Biliteracy Symposium. 3) Expressed appreciation to former retirees who have returned to support the district as substitutes. 4) Attended and presented at the 50th Annual California Association for Bilingual Education (CABE) Conference.

**Superintendent Potter, Commented:** 1) Extended heartfelt congratulations to all students and staff who were recognized during the board meeting for their achievements. 2) Thanked La Mirada Elementary School for graciously hosting the board meeting. 3) Congratulated Stephanie Wooden and Jedzida Herro on their nominations as Outstanding Social Workers by the San Diego County Office of Education. 4) Celebrated Lead Sci Phy Teacher Liana Davis and the Sci Phy Team for being selected as the recipients of the Classroom of the Future Foundation's (CFF) Inspire Award at the 22nd Annual Innovation in Education Awards, recognizing their exceptional Special Education STEAM Program. 5) Applauded Catherine Bishop, Cindy Barron, and Carla Garcia for earning a place among the Top 10 in the America's Favorite Teacher contest. 6) Announced that Teacher Appreciation Week will be observed from May 5–9, 2025, and Classified Employees Week from May 18–24, 2025. 7) Expressed appreciation to the San Ysidro Education Collaborative, Lead Sci Phy Teacher Liana Davis, and the Balboa Science Fleet Center for organizing the upcoming San Ysidro STEM Fair, scheduled for Friday, April 18, 2025. 8) Announced the Global Forum Goals event will take place on Tuesday, April 22, 2025, in partnership with the Balboa Science Fleet Center and three other school districts. 9) Announced that Board President Rosario will serve as a Delegate Assembly Member for the California School Boards Association (CSBA), representing Region 17 at state CSBA.

### 13. GENERAL ADMINISTRATION

#### 13.1 MINUTES (Potter)

The Board approved the minutes of the Regular Board Meeting of February 6, 2025.

Motion: Lopez                      Second: Arias                      Vote: 4-0

#### 13.2 2025-2026 STUDENT CALENDAR (Burciaga)

The Board approved the 2025-2026 Student Calendar.

Motion: Arias                      Second: Lopez                      Vote: 4-0

#### 13.3 2025-2026 STAFF WORK CALENDARS (Burciaga)

The Board approved the 2025-2026 Staff Work Calendars.

- 2025-2026 Certificated Cabinet Work Calendar
- 2025-2026 Certificated Directors/Coordinators Work Calendar
- 2025-2026 Classified Management & Confidential Work Calendar
- 2025-2026 Principal/Assistant Principal Work Calendar
- The following calendars will be approved pending ratification by the Classified School Employees Association (CSEA) and its San Ysidro Chapter 154:
  - 2025-2026 Classified Employee 10-Month (209 days) Work Calendar
  - 2025-2026 Classified Employee 10-Month (213 days) Work Calendar
  - 2025-2026 Classified Employee 10-Month (213 days) Lead Child Nutrition Specialist Work Calendar
  - 2025-2026 Classified Employee 11-Month Work Calendar
  - 2025-2026 Classified Employee 12-Month Work Calendar
- 2025-2026 Teacher & School Nurse Work Calendar
- 2025-2026 Counselors Work Calendar
- 2025-2026 Psychologists Work Calendar
- 2025-2026 Social Workers/Language, Speech & Hearing Specialists Work Calendar

Motion: Arias                      Second: Lopez                      Vote: 4-0

**13.4 DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS (Burciaga)**

The Board approved the Declaration of Need for Fully Qualified Educators in specific areas which are difficult to fill for the 2025-2026 school year.

Motion: Rosario

Second: Arias

Vote: 4-0

**14. CONSENT CALENDAR**

The Board approved the Consent Calendar with the following changes:

1. Pulled Consent Calendar items 14C.2, 14E.4, 14E.12, and 14E.13

Motion: Rosario

Second: Arias

Vote: 4-0

**14A. PERSONNEL – CLASSIFIED****EMPLOYMENT (Burciaga)**

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

- 14A.1** Substitute Campus Aide
  - a. Florentina Franco, All Sites
- 14A.2** Substitute Campus Security
  - a. Isabel Lemus, All Sites
- 14A.3** Substitute Child Nutrition Specialist
  - a. Karen Quintero Cardenas, All Sites
- 14A.4** Substitute Clerk
  - a. Lourdes Pena, All Sites
- 14A.5** Substitute Custodian
  - a. Jose Gutierrez, All Sites
  - b. Nohemi Leon, All Sites
  - c. Emilio Roque-Ziehl Galvan, All Sites
- 14A.6** Substitute Instructional Aide
  - a. Natalia Urbina, All Sites

**RECRUITMENT (Burciaga)**

The Board approved to establish recruitment for the following as recommended by staff:

- 14A.7** Bus Aides

**14B. PERSONNEL – CERTIFICATED****EMPLOYMENT (Burciaga)**

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

- 14B.1** Special Day Class Teacher (Moderate/Severe)
  - a. Brent Boomhower, Smythe

**14C. MANAGEMENT & CONFIDENTIAL****OUT OF CLASS (Burciaga)**

The Board approved/ratified the agreement regarding the full-time voluntary out-of-class for the following:

- 14C.1** Lourdes Quezada, Acting Principal or Assistant Principal as needed

**TEMPORARY MANAGEMENT/ADMINISTRATIVE CONTRACT/OFFER OF EMPLOYMENT (Burciaga)**

The Board approved the temporary management/administrative contract/offer of employment for the following:



- 14C.2** Russell Little, Certificated Management/Administrative Substitute as needed - *Pulled for discussion and to be voted on separately*

Motion: Arias                      Second: Rosario                      Vote: 3 Ayes - 1 Noes (Peraza)

- 14C.3** Francisco Mata, Classified Management/Administrative Substitute as needed

## **14D. CURRICULUM & INSTRUCTION**

- 14D.1 24<sup>TH</sup> ANNUAL LEADERSHIP IN BILITERACY SYMPOSIUM** (Bojorquez)

The Board approved the attendance of up to five (5) staff members to accompany the district honoree at the 24<sup>th</sup> Annual Leadership in Biliteracy Symposium to be held in La Jolla, CA on May 1, 2025, at the cost of \$650.00 from the Title III fund.

- 14D.2 RENEWAL OF THE TITLE I CRATE AND PLAN 4 LEARNING SOFTWARE FROM 806 TECHNOLOGIES, INC.** (Bojorquez)

The Board approved the renewal of Title I Crate and Plan 4 Learning software from 806 Technologies, Inc. for the 2025-26 school year at the total cost of \$6,700.00 from the General fund.

- 14D.3 PROFESSIONAL DEVELOPMENTS** (Bojorquez)

The Board approved/ratified the attendance and participation of District staff to the different professional developments as attached.

## **14E. BUSINESS**

- 14E.1 PURCHASING REPORT** (Adrianzen)

The Board approved/ratified the purchase orders processed by the District during the month of March 2025.

- 14E.2 EXPENDITURE REPORT** (Adrianzen)

The Board approved/ratified the expenditures incurred by the District during the month of March 2025.

- 14E.3 ACCEPTANCE OF DONATIONS** (Adrianzen)

The Board accepted donations and grants valued at \$2,500.00 to help support and enrich our educational programs.

- 14E.4 THIRD QUARTERLY COMPLAINT REPORT FOR WILLIAMS SETTLEMENT-RELATED ISSUES FOR SCHOOL YEAR 2024-2025** (Adrianzen) - *Pulled for discussion and to be voted on separately*

The Board accepted the Report of William's Settlement related complaints for the third quarter from January 1, 2025, to March 31, 2025, of the 2024-25 school year for submission to the San Diego County Office of Education. The District received 7 written complaints submitted as Williams complaints; 1 of the 7 complaints did not fall within the scope of the Williams Act. For the remaining 6 Williams complaints, the district was determined to be in compliance; therefore, these complaints have been deemed resolved.

Motion: Arias                      Second: Lopez                      Vote: 4-0

- 14E.5 APPROVE/RATIFY AGREEMENTS WITHIN DELEGATION OF AUTHORITY LIMITS** (Adrianzen)

The Board approved/ratified the agreements on the attached list with cost implications that fall within the authorized delegation of authority limits of up to \$15,000 for public project contracts and up to \$30,000 for all other contracts from the various funding sources or at no cost to the district.

**14E.6 AGREEMENT WITH SIGNA DIGITAL SOLUTIONS FOR COPIERS AND PRINTERS – EXHIBIT F**  
(Adrianzen)

The Board approved/ratified Exhibit F of the Professional Services Agreement with Signa Digital Solutions for two additional copiers. Cost implications will be paid from the General fund.

**14E.7 MUNICIPAL LEASE AGREEMENT WITH CANON FINANCIAL SERVICES, INC. FOR EXHIBIT F**  
(Adrianzen)

The Board approved/ratified the Municipal Lease Agreement with Canon Financial Services, Inc. for the procurement of two copiers related to Exhibit F of the Signa Digital Solutions Agreement. The estimated cost for Exhibit F is \$30,121.20 to be paid from the General fund.

**14E.8 AGREEMENT WITH THE SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS FOR FINGERPRINT CLEARINGHOUSE SERVICES** (Burciaga)

The Board approved the agreement with the San Diego County Superintendent of Schools for Fingerprint Clearinghouse services to support Human Resources onboarding. The cost implications will be paid from the General fund.

**14E.9 AGREEMENT WITH PEPPERDINE UNIVERSITY** (Burciaga)

The Board approved the agreement with Pepperdine University, Graduate School of Education and Psychology for directed student teaching experiences for university students.

**14E.10 AGREEMENT WITH BRIDGE THE GAP SPED, LLC** (Bojorquez/Madera)

The Board approved/ratified the agreement with Bridge the Gap Sped, LLC. to provide special education services on a temporary basis for students with special needs during the 2024-25 school year. Cost implications will be paid from the General fund.

**14E.11 AGREEMENT WITH DAVY ARCHITECTURE, INC. FOR WALKWAY REPAIR AT VISTA DEL MAR MIDDLE SCHOOL** (Iniguez)

The Board approved the agreement with Davy Architecture, Inc. to provide Architectural Services for the "Walkway Repair Project" at Vista Del Mar Middle School in the amount of \$26,950.00 and an Owner-controlled contingency of \$1,350.00 for a total of \$28,300.00 from General Obligation Bond Measure T funds.

**14E.12 DEDUCTIVE CHANGE ORDER NO. 1 TO TASK ORDERS NO. 4 AND NO. 5 WITH B.R. BUILDING RESOURCES COMPANY FOR THE CALSHAPE GRANT ENERGY PROGRAM IMPLEMENTATION SERVICES** (Iniguez) - *Pulled for discussion and to be voted on separately*

The Board approved the Deductive Change Order No. 1 for Task Orders No. 4 and No. 5 with B.R. Building Resources for DSA submission fees for the CalSHAPE energy program implementation services for Willow and Sunset Schools.

Motion: Arias

Second: Rosario

Vote: 4-0

**14E.13 AGREEMENT WITH COMMUNITY CENTERED CONSULTING, LLC** (Iniguez) - *Pulled for discussion and to be voted on separately*

The Board approved the agreement with Community Centered Consulting, LLC, to provide grant writing for the 2025 School Violence Prevention Program Grant, and if awarded, will provide implementation and compliance services at 5% fee of the total grant award.

Motion: Arias

Second: Rosario

Vote: 4-0

Board Member Arias made a motion to recess closed session, seconded by Board Clerk Lopez. The vote was 4-0.

**5. GOVERNING BOARD – RECESSED to CLOSED SESSION at 9:08 p.m. in accordance with section 54954.5 regarding:**

**5.1 GOVERNMENT CODE SECTION 54957.6**

**CONFERENCE WITH LABOR NEGOTIATORS**

Agency Negotiators: District Legal Counsel Joseph Sanchez and Director of Human Resources Efrain Burciaga

Employee Organizations:

San Ysidro Education Association/CTA

California School Employees Association, Chapter 154

Unrepresented:

Administrators, Certificated Management, Classified Management & Confidential

**5.2 GOVERNMENT CODE SECTION 54957**

PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE/REASSIGNMENT

**5.3 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9:

No. of cases: 5

**RECONVENED into OPEN SESSION at 10:29 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.

Board President Rosario made a motion to adjourn the meeting, seconded by Board Clerk Lopez. The vote was 4-0.

**15. ADJOURNMENT**

Time: 10:30 p.m.

Respectfully submitted,

Gina A. Potter, Ed.D., Superintendent

SAN YSIDRO SCHOOL DISTRICT  
**GOVERNING BOARD AGENDA**

**TO:** Governing Board                      **BOARD MEETING DATE:** May 22, 2025

**VIA:** Gina A. Potter, Ed.D.              **FROM:** ☒ Informational  
Superintendent                      Business Services              ☐ Action  
Marilyn Adrianzen, Chief Business Official

**AGENDA ITEM:**       SCHOOL BOND TRANSPARENCY REPORT 2024

**BACKGROUND INFORMATION:**  
Schools should be as transparent as possible with their bond program information and how they are allocating funds, so the purpose of this report is to evaluate whether San Diego schools with active bond programs are meeting the standards of transparency.

Each district was graded on a 27 point rubric. There have been no changes to this rubric in the last year. Twenty-four (24) districts with bond programs were graded and only five (5) received a Perfect Score “A+” grade.

It is with great pleasure that we report that the San Ysidro School District was one of the five districts that received a Perfect Score “A+” on the 2024 School Bond Transparency Report.

**RECOMMENDATION:**  
Information only.

**LCAP GOAL AND ACTION/SERVICE (please indicate):**

<input type="checkbox"/> <b>Renewal</b>	<input checked="" type="checkbox"/> <b>New</b>	<input type="checkbox"/> <b>Amendment</b>	<input type="checkbox"/> <b>Ratify</b>	<input type="checkbox"/> <b>Other</b>
Financial Implications?		Are funds for this item available in the 2024-2025 Budget?		Requisition #
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
<div>N/A</div> <div>(Amount)</div>	<div>N/A</div> <div>(Name of funding source and/or location)</div>			

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

**FOR IMMEDIATE RELEASE**

Contact: Ryan Penkala

Phone: (619) 234-6423

Email: [press@sdcta.org](mailto:press@sdcta.org)

## **Taxpayers Association Grades the Graders: Watchdog Group Releases 2024 School Bond Transparency Report Card**

*Association encourages taxpayers to assist in the essential task of bond oversight and  
program assessment*

**San Diego, CA (April 16, 2025)** – As students get ready to receive their final grades for the semester, school districts around San Diego county will be receiving their annual marks on transparency. Today the SDCTA issues grades for 24 local school districts in its 12th annual School Bond Transparency Report Card.

This annual report card is a vital tool for promoting accountability and fiscal responsibility in public education funding. By evaluating how school districts manage and report the use of voter-approved bond funds, the report card empowers taxpayers with clear, accessible information on whether promises made during bond campaigns are being fulfilled. It highlights best practices, identifies areas of concern, and encourages transparency by grading districts on criteria such as public access to financial data and project progress reporting. In doing so, the report card fosters greater public trust, ensures taxpayer dollars are used effectively, and supports improved governance within California's education system.

The report card also continues to focus on the work of the Citizens' Bond Oversight Committees (CBOC) by factoring their activity into the transparency grades. In early 2024, the SDCTA workshopped and informed districts of additions to the report card criteria in an effort to highlight and increase transparency about CBOC involvement, including by requesting districts provide evidence of the following practices:

- Maintaining updated information on expected CBOC vacancies
- Holding at least four CBOC meeting per year
- Providing a response on the CBOC website to audit findings and/or recommendations
- Allowing a CBOC member to provide input on the scope of work for the annual audit, and review the annual audit before it goes to the Governing Board
- Allowing a CBOC member to participate as an observer in the selection process for the Bond auditor

"Proposition 39 lowered the threshold for local voter approval of school bond measures to 55%," says Mike Frattali, chairman of SDCTA's Issues Subcommittee on Schools Performance and member of the

San Diego Unified School District and San Diego Community College District Citizens Oversight Committees. “It was accompanied by the mandate to establish independent oversight committees to oversee school bond expenditures and report findings to governing boards, taxpayers, and the public. The SDCTA has taken the lead to follow through on the Prop 39 mandate by evaluating school or community college districts with a rigorous criteria evaluating the transparency of each construction program.

Of the 24 school districts that have active bond programs, the average score, when removing the lowest three outliers, was 86.86 percent, or a “B”. This represents a return to the 2022 average score of 87 after a slight increase to a 90 percent average in 2023. Perfect scorers in 2024 include the following districts:

- **Grossmont Union High School District**
- **Miracosta Community College District**
- **San Diego Unified School District**
- **San Ysidro School District**
- **Vista Unified School District**

Districts who had near perfect scores include **Chula Vista Elementary School District, La Mesa-Spring Valley School District, Oceanside Unified School District, Palomar Community College District, and San Dieguito Union High School District**, who all received a grade of “A-” or “A”.

Failing grades were handed to **Borrego Springs Unified School District, Mountain Empire Unified School District, National School District, and Sweetwater Union High School District**.

Here are some key findings from the new report card:

- The most improved district was **Lemon Grove School District** with a “C” grade and an increase from 17 points out of 27 to 19 points out of 25, from 63 percent to 76 percent.
- **Palomar Community College District** achieved their highest score over the past several years, returning to the “A” column with a score of 23.5 points out of 25.
- The largest score drop was **Southwestern Community College District** with a “C-” grade and a fall from 25 points out of 27 to 18 points out of 25, sliding from 93 percent in 2023 to just 72 percent in 2024.

**[CLICK HERE to view all of the grades within the 2024 School Bond Transparency Report Card](#)**

The report card does not assess the value or purpose of school districts’ bond expenditures, but instead focuses on how transparently those funds are being managed and reported. Each district was evaluated across 25 criteria, including the timeliness and accessibility of key reports, the number of vacancies on



its independent citizens' oversight committee, the availability and transparency of meeting minutes, whether annual financial audits are both conducted by independent auditors and publicly available, if performance audits align with SDCTA standards, and the presence of detailed, itemized updates on bond-funded projects.

Following the initial evaluations, SDCTA distributed draft report cards to each district, providing an opportunity for feedback or corrections. Final grades were issued one week later.

“The SDCTA’s trusted and independent assessments of the bond programs provides a degree of assurance that the districts are responsibly expending public funds,” says Mike Frattali. “The more trust the public has in school bonds, the more likely they are to approve them. As a side note, the SDCTA is always looking for volunteers to fill the taxpayer representative position on the oversight committees required under Proposition 39. Anyone interested in participating is encouraged to join Taxpayers and help us provide support to our local school districts.”

**Please email [press@sdcta.org](mailto:press@sdcta.org) for media inquiries.**

###

San Diego County Taxpayers Association (SDCTA) is a non-profit, non-partisan organization, dedicated to promoting accountable, cost-effective, and efficient government and opposing unnecessary new taxes and fees. Since 1945, SDCTA has served as “San Diego’s Taxpayer Watchdog Group” by educating the public and helping save the region’s citizens millions of dollars. Public opinion polls consistently rate SDCTA as the most “influential” and “trusted” public policy institution in San Diego. For more information, please visit [www.sdcta.org](http://www.sdcta.org), Twitter, Facebook, Instagram, call 619-234-6423, or email [info@sdcta.org](mailto:info@sdcta.org)

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** May 22, 2025

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

**FROM:**  
Business Services  
Marilyn Adrianzen, Chief Business Official

☐ Informational  
☒ Action

**AGENDA ITEM:** ANNUAL FINANCIAL AUDIT REPORT FOR GENERAL OBLIGATION  
BOND MEASURE T FOR FISCAL YEAR 2023-2024

---

**BACKGROUND INFORMATION:**

On March 3, 2020, the voters within the District authorized Measure T general obligation bonds not to exceed \$52,985,000.

Measure T bonds are Proposition 39 bonds, issued by the San Ysidro School District. The passage of Proposition 39 in November 2000 amended the California Constitution to include accountability provisions. Specifically, the District must conduct an annual independent performance audit to ensure that funds have been expended only on specific projects listed as well as annual, independent financial audit of the proceeds from the sale of the bonds until all the proceeds have been expended for facilities projects.

The General Obligation Bond Measure T audit for fiscal year 2023-24 was recently completed by the auditing firm of Wilkinson, Hadley, King & Co., LLP. The audit report is being submitted to the Governing Board for review and approval. A representative from Wilkinson, Hadley, King & Co., LLP will be present to answer questions from the Board on this item.

**RECOMMENDATION:**

Approve the 2023-24 Annual Financial Audit Report for General Obligation Bond Measure T.

---

**LCAP GOAL AND ACTION/SERVICE (please indicate):**

☐ Renewal    ☒ New    ☐ Amendment    ☐ Ratify    ☐ Other

Financial Implications?

☐ Yes    ☒ No

Are funds for this item available in the 2024-2025 Budget?

☐ Yes    ☐ No

Requisition #

N/A

(Amount)

N/A

(Name of funding source and/or location)

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





San Ysidro School  
District

Measure T Building Fund  
General Obligation Bond

Financial Statements &  
Supplementary Information

June 30, 2024



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# **San Ysidro School District**

## **Measure T Building Fund (21-39)**

### **Introduction & Citizens' Oversight Committee Member Listing**

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The San Ysidro School District, a political subdivision of the State of California is located in San Diego County, and currently provides educational programs to 4,300 preschool to eighth grade students.

On March 3, 2020, the voters within the District authorized Measure T general obligation bonds not to exceed \$52,985,000.

Measure T bonds are Proposition 39 bonds, issued by the San Ysidro School District. The passage of Proposition 39 in November 2000 amended the California Constitution to include accountability provisions. Specifically, the District must conduct an annual independent performance audit to ensure that funds have been expended only on specific projects listed as well as an annual, independent financial audit of the proceeds from the sale of the bonds until all the proceeds have been expended for facilities projects.

Upon the passage of Proposition 39, an accompanying piece of legislation, AB 1908 ( Chapter 44, Statutes of 2000), was enacted, which amended the Education Code to establish additional procedures which must be followed if a District seeks approval of a bond proposition pursuant to the 55% majority authorized in Proposition 39 including the formation, composition and purpose of the Citizens' Bond Oversight Committee, and authorization for injunctive relief against the improper expenditure of bond revenues.

The San Ysidro School District Citizens' Oversight Committee consisted of the following members for the fiscal year ended June 30, 2024:

<u>Name</u>	<u>Position</u>	<u>Representative</u>	<u>Term Expiration</u>
Ricardo Macedo	Chair	Business Community Representative	September 2025
Gloria McKearney	Vice-Chair	Taxpayer Association Representative	September 2025
Hilario Rodriguez	Member	At- Large Community	September 2025
Kenneth Johnson	Member	At- Large Community	January 2026
Juan Morales	Member	Parent Representative - Active	May 2025
Daniela Armstrong	Member	Parent Representative	May 2025
Vacant	Member	Senior Citizen Organization	

## Independent Auditor's Report

To the Citizens' Oversight Committee  
San Ysidro School District  
Measure T Building Fund (21-39)  
San Ysidro, California

### Report on the Audit of the Financial Statements

#### Opinion

We have audited the accompanying financial statements of the San Ysidro School District's Measure T Building Fund (Fund 21-39), which comprise the balance sheet as of June 30, 2024, and the related statement of revenues, expenditures, and changes in fund balance for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the assets, liabilities, and fund balance of the Bond Fund as of June 30, 2024, and the revenues it received and expenditures it paid for the year then ended, in accordance with the financial reporting provisions of Proposition 39 described in Note A.

#### Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the San Ysidro School District, including the Measure T Citizens' Oversight Committee, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

#### Emphasis of Matter – Basis of Accounting

We draw attention to Note A of the financial statements, which describes the basis of accounting. The financial statements are prepared by the San Ysidro School District using the modified accrual basis of accounting for the fund, which is a basis of accounting other than accounting principles generally accepted in the United States of America, to meet the financial reporting requirements under Proposition 39. Additionally, the financial statements present only the Bond Fund which is specific to Measure T and is not intended to present fairly the financial position and results of operations of the San Ysidro School District as a whole. As a result, the financial statements may not be suitable for another purpose. Our opinion is not modified with respect to this matter.

#### Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with the financial reporting provisions for fund accounting under the modified accrual basis of accounting, as described in Note A. Management is also responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Bond Fund's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

## **Auditor's Responsibilities for the Audit of the Financial Statements**

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Bond Fund's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Bond Fund's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

## **Required Supplementary Information**

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis be presented to supplement the basic financial statements. Such information is the responsibility of management and, 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. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about 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 do 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.

## **Other Reporting Required by *Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated March 25, 2025, on our consideration of the Bond Fund's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Bond Fund's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Bond Fund's internal control over financial reporting and compliance.

## **Report on Other Legal and Regulatory Requirements**

In accordance with the requirements of Proposition 39, as incorporated in California Constitution Article 13A, we have also issued our performance audit report dated March 25, 2025, on our consideration of the Bond Fund's compliance with the requirements of Proposition 39 with regards to the Measure T Building Fund (Fund 21-39). That report is an integral part of our audit of the Measure T Building Fund (Fund 21-39) for the fiscal year ended June 30, 2024, and should be considered in assessing the results of our financial audit.

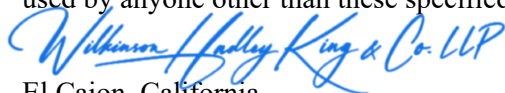
## **Other Information**

Management is responsible for the other information included in the introductory section of this report. The other information comprises the introductory section but does not include the basic financial statements and our auditor's report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

## **Restriction on Use**

This report is intended solely for the information and use of management, the Citizens' Oversight Committee, the Board of Education, and others within the San Ysidro School District, and is not intended to be and should not be used by anyone other than these specified parties.



El Cajon, California  
March 25, 2025

**SAN YSIDRO SCHOOL DISTRICT**  
**MEASURE T BUILDING FUND (21-39)**  
MANAGEMENT’S DISCUSSION AND ANALYSIS  
JUNE 30, 2024  
(Unaudited)

This section of the San Ysidro School Districts’(SYSD) Measure T Building Fund annual financial and performance report presents the discussion and analysis of the Measure T bond program during the fiscal year that ended June 30, 2024. This Management Discussion and Analysis (MD&A) should be read in conjunction with the Bond Fund’s financial statements that immediately follow this section.

**FINANCIAL HIGHLIGHTS**

- On September 17, 2020 SYSD issued 2020 Measure T, Series A bonds in the amount of \$15,830,000.
- On August 1, 2023 SYSD issued 2020 Measure T, Series B bonds in the amount of \$15,000,000.

**OVERVIEW OF THE FINANCIAL STATEMENTS**

This annual report consists of three parts – management discussion and analysis (this section), the financial statements, and the performance audit required by state law.

The District accounts for Measure T bond activity in the District’s Building Fund. The Building Fund is a governmental fund type accounted for on a modified accrual basis of accounting.

**FINANCIAL ANALYSIS OF MEASURE T BUILDING FUND**

**Balance Sheet**

The District’s Measure T Building Fund balance as of June 30, 2024 was \$14,817,562 (see Table A-1).

<b>Table A-1</b> <b>Measure T Building Fund</b> <b>Balance Sheet</b>				
	June 30,			Percentage
	2024	2023	Change	Change
<b>Assets</b>				
Cash	\$ 14,841,053	\$ -	\$ 14,841,053	100%
Total Assets	<u>14,841,053</u>	<u>-</u>	<u>14,841,053</u>	<u>100%</u>
<b>Liabilities</b>				
Accounts payable	23,300	-	23,300	100%
Due to other funds	191	-	191	100%
Total Liabilities	<u>23,491</u>	<u>-</u>	<u>23,491</u>	<u>100%</u>
<b>Fund Balance</b>				
Restricted for capital projects	14,817,562	-	14,817,562	100%
Total Fund Balance	<u>14,817,562</u>	<u>-</u>	<u>14,817,562</u>	<u>100%</u>
 Total Liabilities & Fund Balance	<u>\$ 14,841,053</u>	<u>\$ -</u>	<u>\$ 14,841,053</u>	<u>100%</u>

**SAN YSIDRO SCHOOL DISTRICT**  
**MEASURE T BUILDING FUND (21-39)**  
**MANAGEMENT'S DISCUSSION AND ANALYSIS**  
**JUNE 30, 2024**  
**(Unaudited)**

**Fund Balance (or Change in Fund Balance)**

The District's total Measure T Building Fund had an increase in revenues and other sources of \$15,261,277 for the year 2023-2024.

<b>Table A-2</b> <b>Measure T Building Fund</b> <b>Changes in Fund Balance</b>				
	Year Ended June 30,			Percentage
	2024	2023	Change	Change
<b>Revenues &amp; Other Sources</b>				
Interest and investment income	\$ 348,424	\$ -	\$ 348,424	100%
FMV adjustment	(227,147)	-	(227,147)	100%
Proceeds from sale of bonds	15,140,000	-	15,140,000	100%
Total Revenues & Other Sources	15,261,277	-	15,261,277	0%
<b>Expenditures &amp; Other Uses</b>				
Other construction services	315,963	-	315,963	100%
Capital outlay	127,752	-	127,752	100%
Total Expenditures & Other Uses	443,715	-	443,715	0%
<b>Change in Fund Balance</b>	14,817,562	-	15,704,992	100%
<b>Fund Balance - Beginning</b>	-	-	-	0%
<b>Fund Balance - Ending</b>	\$ 14,817,562	\$ -	\$ 14,817,562	100%

**CAPITAL ASSETS**

During the fiscal year ended June 30, 2024, SYSD expended \$127,752 in capital expenditures from Measure T funds. These expenditures are part of the SYSD total capital assets as reflected in the District's separate financial audit.

**LONG TERM DEBT**

The following table presents a comparison of long-term debt associated with Measure T Building Fund:

<b>Table A-3</b> <b>Measure T Building Fund</b> <b>Long Term Debt</b>				
	Year Ended June 30,			Percentage
	2024	2023	Change	Change
<b>General Obligation Bonds</b>				
Principal Balance	\$ 28,060,000	\$ 13,260,000	\$ 14,800,000	111.6%
Bond Premium	578,889	-	578,889	100%
Total Measure T GO Bonds	\$ 28,638,889	\$ 13,260,000	\$ 15,378,889	116.0%



**SAN YSIDRO SCHOOL DISTRICT**  
**MEASURE T BUILDING FUND (21-39)**  
**MANAGEMENT'S DISCUSSION AND ANALYSIS**  
JUNE 30, 2024  
(Unaudited)

**FACTORS BEARING ON THE BOND PROGRAM'S FUTURE**

At the time these financial statements were prepared and audited, the District was aware of the existing circumstances that could affect its financial health in the future:

- Possible increases in building costs during construction

**CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT**

This financial report is designed to provide citizens, taxpayers, customers, investors, and creditors with a general overview of the Bond Fund's finances and to determine the Bond Fund's accountability for the money it receives. Additional financial information can be obtained by contacting the following:

Business Office  
San Ysidro School District  
4350 Otay Mesa Rd.  
San Ysidro, CA 92173

## Financial Statements

**San Ysidro School District**  
**Measure T Building Fund (21-39)**

Balance Sheet

June 30, 2024

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**ASSETS**

**Current Assets**

Cash in county treasury	\$ 14,841,053
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<b>Total Current Assets</b>	<u>14,841,053</u>
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<b>TOTAL ASSETS</b>	<u><u>\$ 14,841,053</u></u>
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**LIABILITIES AND FUND BALANCE**

**Current Liabilities**

Accounts payable	\$ 23,300
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Due to other funds	<u>191</u>
--------------------	------------

<b>Total Current Liabilities</b>	<u>23,491</u>
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<b>Total Liabilities</b>	<u><u>23,491</u></u>
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**Fund Balance**

Restricted for capital projects	<u>14,817,562</u>
---------------------------------	-------------------

<b>Total Fund Balance</b>	<u>14,817,562</u>
---------------------------	-------------------

<b>TOTAL LIABILITIES AND FUND BALANCE</b>	<u><u>\$ 14,841,053</u></u>
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The accompanying notes to the financial statements are an integral part of this statement.

**San Ysidro School District**  
**Measure T Building Fund (21-39)**

Statement of Revenues, Expenditures, and Changes in Fund Balance  
For the Year Ended June 30, 2024

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**REVENUES**

Interest income	\$ 348,424
FMV adjustment	<u>(227,147)</u>

<b>TOTAL REVENUES</b>	<u>121,277</u>
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**EXPENDITURES**

Current operating expenses:

Other construction services	315,963
-----------------------------	---------

Capital outlay:

Blueprinting	
Architect plans	92,660
Tests and exams	<u>35,092</u>

<b>TOTAL EXPENDITURES</b>	<u>443,715</u>
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**OTHER SOURCES AND USES**

Proceeds from sale of general obligation bonds	<u>15,140,000</u>
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<b>TOTAL OTHER SOURCES</b>	<u>15,140,000</u>
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<b>NET CHANGE IN FUND BALANCE</b>	14,817,562
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<b>FUND BALANCE, BEGINNING OF YEAR</b>	<u>-</u>
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<b>FUND BALANCE, END OF YEAR</b>	<u><u>\$ 14,817,562</u></u>
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The accompanying notes to the financial statements are an integral part of this statement.

# San Ysidro School District

## Measure T Building Fund (21-39)

Notes to the Financial Statements  
For the Year Ended June 30, 2024

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### A. Summary of Significant Accounting Policies

San Ysidro School District Measure T Building Fund (21-39), hereinafter referred to as the “Bond Fund”, accounts for its financial transactions in accordance with the policies and procedures of the California Department of Education’s *California School Accounting Manual*. The accounting policies of the District conform to accounting principles generally accepted in the United States of America (GAAP) as prescribed by the Governmental Accounting Standards Board (GASB) and the American Institute of Certified Public Accountants (AICPA).

#### 1. Reporting Entity

The Bond Fund was formed to account for renovation of schools for San Ysidro School District (District), through expenditures of general obligation bonds issued under Measure T, authorized by registered voters on March 3, 2020.

The Bond Fund operates under a locally selected Citizens’ Oversight Committee comprised of seven members formed in accordance with the Local School Construction Bonds Act of 2000, at Section 15264 *et seq.* of the Education Code, Proposition 39. The reporting entity consists only of the Bond Fund of the District. These financial statements are intended to present only the financial position and results of operations of the Bond Fund in conformity with accounting principles generally accepted in the United States of America, and accordingly do not present the financial position and results of operations of the District.

#### 2. Basis of Accounting – Measurement Focus

**Bond Fund.** The bond fund is reported using the current financial resources measurement focus and the modified accrual basis of accounting. Under this method, revenues are recognized when measurable and available. The Bond Fund considers all revenues reported in the fund to be available if the revenues are collected within sixty days after year-end. Revenues from local sources consist primarily of interest earned. Investment earnings are recorded as earned, since they are both measurable and available. Expenditures are recorded when the related fund liability is incurred, except for principal and interest on general long-term debt, claims and judgments, and compensated absences, which are recognized as expenditures to the extent they have matured. General capital asset acquisitions are reported as expenditures in governmental funds. Proceeds from general long-term debt and acquisitions under capital leases are reported as other financing sources.

When the Bond Fund incurs an expenditure or expense for which both restricted and unrestricted resources may be used, it is the Bond Fund’s policy to use restricted resources first, then unrestricted resources.

# San Ysidro School District

## Measure T Building Fund (21-39)

Notes to the Financial Statements, Continued  
June 30, 2024

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### 3. Encumbrances

Encumbrance accounting is used in the Bond Fund to reserve portions of applicable appropriations for which commitments have been made. Encumbrances are recorded for purchase orders, contracts, and other commitments when they are written. Encumbrances are liquidated when the commitments are paid or at year end, whichever is sooner.

### 4. Budgets and Budgetary Accounting

Annual budgets are adopted on a basis consistent with generally accepted accounting principles for the Bond Fund. By state law, the District's governing board must adopt a final budget no later than July 1<sup>st</sup>. A public hearing must be conducted to receive comments prior to adoption. The District's governing board has satisfied these requirements.

These budgets are revised by the District's governing board and district superintendent during the year to give consideration to unanticipated income and expenditures.

Formal budgetary integration was used as a management control device during the year for all budgeted funds. The District employs budget control by minor object and by individual appropriation accounts.

### 5. Revenues and Expenses

#### a. Revenues – Exchange and Non-Exchange

On a modified accrual basis, revenue is recorded in the fiscal year in which the resources are measurable and become available. Available means that the resources will be collected within the current year or expected to be collected soon enough thereafter, to be used to pay liabilities of the current fiscal year. Generally, available is defined as collectible within 60 days. However, to achieve comparability of reporting among California districts and so as to not distort normal revenue patterns, with specific respect to reimbursement grants and corrections to State-aid apportionments, the California Department of Education has defined available for districts as collectible within one year. The following revenue sources are considered to be both measurable and available at fiscal year-end: State apportionments, property taxes, interest, certain grants, and other local sources.

Non-exchange transactions are transactions in which the District receives value without directly giving equal value in return, including property taxes, certain grants, entitlements, and donations. Revenue from property taxes is recognized in the fiscal year in which the taxes are received. Revenue from certain grants, entitlements, and donations are recognized in the fiscal year in which all eligibility requirements have been satisfied. Eligibility requirements include time and purpose restrictions. On a modified accrual basis, revenue from non-exchange transactions must also be available before it can be recognized.

**San Ysidro School District**  
**Measure T Building Fund (21-39)**

Notes to the Financial Statements, Continued  
June 30, 2024

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b. Expenditures

The measurement focus of governmental fund accounting is on decreases in net financial resources (expenditures) rather than expenses. Expenditures are generally recognized in the accounting period in which the related fund liability is incurred, if measurable, and typically paid within 90 days. Principal and interest on long-term obligations, which has not matured, are recognized when paid in the bond fund as expenditures. Allocations of costs, such as depreciation and amortization, are not recognized in the Bond Fund.

6. Assets, Deferred Outflows of Resources, Liabilities, Deferred Inflows of Resources, Fund Balance and Net Position

a. Deposits and Investments

Cash balances held in banks and in revolving funds are insured to \$250,000 by the Federal Depository Insurance Corporation (FDIC). The Bond Fund does not have any cash held in banks or revolving fund. Highly liquid investments are considered to be cash equivalents if they have a maturity of three months or less when purchased.

In accordance with Education Code §42701, the Bond Fund maintains substantially all its cash in the San Diego County Treasury. The county pools these funds with those of other districts in the county and invests the cash. These pooled funds are carried at cost, which approximates market value. Interest earned is deposited quarterly into participating funds. Any investment losses are proportionately shared by all funds in the pool.

The county is authorized to deposit cash and invest excess funds by California Government Code §53648 et seq. The funds maintained by the county are either secured by federal depository insurance or are collateralized.

Information regarding the amount of dollars invested in derivatives with San Diego County Treasury was not available.

b. Interfund Activity

Interfund activity results from loans, services provided, reimbursements or transfers between funds of the District. Loans are reported as interfund receivables and payables as appropriate and are subject to elimination upon consolidation. Services provided, deemed to be at market or near market rates, are treated as revenues and expenditures or expenses. Reimbursements occur when one fund incurs a cost, charges the appropriate benefiting fund and reduces its related cost as a reimbursement. All other interfund transactions are treated as transfers.

c. Fund Balances – Governmental Funds

Fund balances of the Bond Fund are classified as follows:

*Nonspendable Fund Balance* represents amounts that cannot be spent because they are either not in spendable form (such as inventory or prepaid items) or legally required to remain intact (such as revolving cash accounts or principal of a permanent fund).

*Restricted Fund Balance* represents amounts that are subject to externally imposed and legally enforceable constraints. Such constraints may be imposed by creditors, grantors, contributors, or laws or regulations, or may be imposed by law through constitutional provisions or enabling legislation.

*Committed Fund Balance* represents amounts that can only be used for a specific purpose because of a formal action by the District's governing board. Committed amounts cannot be used for any other purpose unless the governing board removes those constraints by taking the same type of formal action. Committed fund balance amounts may be used for other purposes with appropriate due process by the governing board. Commitments are typically done through adoption and amendment of the budget or resolution. Committed fund balance amounts differ from restricted balances in that the constraints on their use do not come from outside parties, constitutional provisions, or enabling legislation.

*Assigned Fund Balance* represents amounts which the District intends to use for a specific purpose, but that do not meet the criteria to be classified as restricted or committed. Intent may be stipulated by the governing board or by an official or body to which the governing board delegates the authority. Specific amounts that are not restricted or committed in a special revenue, capital projects, debt service, or permanent fund are assigned for purposes in accordance with the nature of their fund type or the fund's primary purpose. Assignments within the general fund convey that the intended use of those amounts is for a specific purpose that is narrower than the general purposes of the District itself.

*Unassigned Fund Balance* represents amounts which are unconstrained in that they may be spent for any purpose. Only the general fund reports a positive unassigned fund balance. Other governmental funds might report a negative balance in this classification because of overspending for specific purposes for which amounts had been restricted, committed or assigned.

When an expenditure is incurred for a purpose for which both restricted and unrestricted fund balance is available, the District considers restricted funds to have been spent first. When an expenditure is incurred for which committed, assigned, or unassigned fund balances are available, the District considers amounts to have been spent first out of committed funds, then assigned funds, and finally unassigned funds.



**San Ysidro School District**  
**Measure T Building Fund (21-39)**  
Notes to the Financial Statements, Continued  
June 30, 2024

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7. Use of Estimates

The preparation of the financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results may differ from those estimates.

8. Fair Value Measurements

The Bond Fund categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles as defined by Governmental Accounting Standards Board (GASB) Statement No. 72. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. The hierarchy is detailed as follows:

- Level 1 Inputs: Quoted prices (unadjusted) in active markets for identical assets or liabilities that a government can access at the measurement date.
- Level 2 Inputs: Inputs other than quoted prices included within Level 1 that are observable for an asset or liability, either directly or indirectly.
- Level 3 Inputs: Unobservable inputs to an asset or liability.

9. New Accounting Pronouncements

The Bond Fund has adopted accounting policies compliant with new pronouncements issued by the Government Accounting Standards Board (GASB) that are effective for the fiscal year ended June 30, 2024. Those newly implemented pronouncements are as follows:

Description	Date Issued
GASB Statement No. 99 <i>Omnibus 2022</i> (Portions related to leases, PPPs, and SBITAs)	Apr-22
GASB Implementation Guide No. 2021-1 <i>Implementation Guidance Update 2021 (Portion Related to Question 5.1)</i>	May-21

Implementation of these standards did not result in any changes to financial accounting or reporting for the Bond Fund.

**San Ysidro School District**  
**Measure T Building Fund (21-39)**  
Notes to the Financial Statements, Continued  
June 30, 2024

**B. Compliance and Accountability**

1. Finance Related Legal and Contractual Provisions

In accordance with GASB Statement No. 38, "Certain Financial Statement Note Disclosures", violations of finance-related legal and contractual provisions, if any are reported below, along with actions taken to address such violations:

<u>Violation</u>	<u>Action Taken</u>
None Reported	Not Applicable

2. Deficit Fund Balance or Fund Net Position of Individual Funds

The following funds are funds having deficit fund balances or fund net position at year end, if any, along with remarks which address such deficits:

<u>Fund Name</u>	<u>Deficit Amount</u>	<u>Remarks</u>
None	Not Applicable	Not Applicable

**C. Fair Value Measurements**

The Bond Fund's investments at June 30, 2024, categorized within the fair value hierarchy established by generally accepted accounting principles, were as follows:

	<u>Amount</u>	<u>Fair Value Measurement Using</u>		
		<u>Quoted Prices in Active Markets for Identical Assets (Level 1)</u>	<u>Significant Other Observable Inputs (Level 2)</u>	<u>Significant Unobservable Inputs (Level 3)</u>
External investment pools measured at fair value				
San Diego County Treasury	\$ 14,841,053	\$ -	\$ 14,841,053	\$ -
Total investments by fair value level	<u>\$ 14,841,053</u>	<u>\$ -</u>	<u>\$ 14,841,053</u>	<u>\$ -</u>

The Bond Fund is considered to be an involuntary participant in an external investment pool as the Bond Fund is required to deposit all receipts and collections of monies with their County Treasurer (Education Code §41001). The fair value of the Bond Fund's investments in the pool is reported in the accounting financial statements as amounts based upon the District's pro-rata share of the fair value provided by the County Treasurer for the entire portfolio (in relation to the amortized cost of the portfolio). The balance available for withdrawal is based on the accounting records maintained by the County Treasurer, which is recorded on the amortized cost basis.

# San Ysidro School District

## Measure T Building Fund (21-39)

Notes to the Financial Statements, Continued  
June 30, 2024

The San Diego County Treasury is not registered with the Securities and Exchange Commission (SEC) as an investment company; however, the County Treasury acts in accordance with investment policies monitored by a Treasury Oversight Committee consisting of members appointed by participants in the investment pool and up to five members of the public having expertise, or an academic background in, public finance. In addition, the County Treasury is audited annually by an independent auditor.

### D. Cash and Investments

#### 1. Cash in County Treasury

In accordance with Education Code §41001, the Bond Fund maintains substantially all of its cash in the San Diego County Treasury as part of the common investment pool (\$15,068,200 as of June 30, 2024). The fair value of the Bond Fund's portion of this pool as of that date, as provided by the pool sponsor, was \$14,841,053. Assumptions made in determining the fair value of the pooled investment portfolios are available from the County Treasurer.

#### 2. Investments Authorized by the California Government Code and the District's Investment Policy

The table below identifies the investment types that are authorized for the Bond Fund by the California Government Code (or the Bond Fund's investment policy, where more restrictive). The table also identifies certain provisions of the California Government Code (or the Bond Fund's investment policy where more restrictive) that address interest rate risk, credit risk, and concentration of credit risk. This table does not address investments of debt proceeds held by bond trustee that are governed by the provisions of debt agreements of the Bond Fund, rather than the general provisions of the California Government Code or the District's investment policy.

<u>Authorized Investment Type</u>	<u>Maximum Remaining Maturity</u>	<u>Maximum Percentage of Portfolio</u>	<u>Maximum Investment in One Issuer</u>
Local Agency Bonds, Notes, Warrants	5 Years	None	None
Registered State Bonds, Notes, Warrants	5 Years	None	None
U.S. Treasury Obligations	5 Years	None	None
U.S. Agency Securities	5 Years	None	None
Banker's Acceptance	180 Days	40%	30%
Commercial Paper	270 Days	25%	10%
Negotiable Certificates of Deposit	5 Years	30%	None
Repurchase Agreements	1 Year	None	None
Reverse Repurchase Agreements	92 Days	20% of Base	None
Medium-Term Corporate notes	5 Years	30%	None
Mutual Funds	N/A	20%	10%
Money Market Mutual Funds	N/A	20%	10%
Mortgage Pass-Through Securities	5 Years	20%	None
County Pooled Investment Funds	N/A	None	None
Local Agency Investment Fund	N/A	None	None
Joint Powers Authority Pools	N/A	None	None

3. Analysis of Specific Deposit and Investment Risks

GASB Statement No. 40 requires a determination as to whether the Bond Fund was exposed to the following specific investment risks at year end and if so, the reporting of certain related disclosures:

a. Credit Risk

Credit risk is the risk that an issuer or other counterparty to an investment will not fulfill its obligations. The county treasury is restricted by Government Code §53635 pursuant to §53601 to invest only in time deposits, U.S. government securities, state registered warrants, notes or bonds, State Treasurer’s investment pool, bankers’ acceptances, commercial paper, negotiable certificates of deposit, and repurchase or reverse repurchase agreements. The ratings of securities by nationally recognized rating agencies are designed to give an indication of risk.

At June 30, 2024, credit risk for the Bond Fund’s investments was as follows:

<u>Investment Type</u>	<u>Rating</u>	<u>Rating Agency</u>	<u>Amount</u>
County Treasurer’s Investment Pool	Unrated	Not Applicable	\$ 14,841,053

b. Custodial Credit Risk

Deposits are exposed to custodial credit risk if they are not covered by depository insurance and the deposits are uncollateralized, collateralized with securities held by the pledging financial institution, or collateralized with securities held by the pledging financial institution’s trust department or agent but not in the Bond Fund’s name. The California Government Code and the Bond Fund’s investment policy do not contain legal or policy requirements that would limit the exposure to custodial credit risk for deposits, other than the following provision for deposits: The California Government Code requires that a financial institution secure deposits made by state or local governmental units by pledging securities in an undivided collateral pool held by a depository regulated under state law (unless so waived by the governmental unit). The market value of the pledged securities in the collateral pool must equal at least 110% of the total amount deposited by the public agencies. California law also allows financial institutions to secure deposits by pledging first trust deed mortgage notes having a value of 150% of the secured public deposits.

Investment securities are exposed to custodial credit risk if the securities are uninsured, are not registered in the name of the government, and are held by either the counterparty or the counterparty’s trust department or agent but not in the Bond Fund’s name.

At June 30, 2024, the Bond Fund was not exposed to custodial credit risk.

**San Ysidro School District**  
**Measure T Building Fund (21-39)**

Notes to the Financial Statements, Continued  
June 30, 2024

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c. Concentration of Credit Risk

This risk is the risk of loss attributed to the magnitude of a government's investment in a single issuer. The investment policy of the Bond Fund contains no limitations on the amount that can be invested in any one issuer beyond the amount stipulated by the California Government Code. Investments in any one issuer that represent five percent or more of the total investments are either an external investment pool and are therefore exempt. As such, the Bond Fund was not exposed to concentration of credit risk.

d. Interest Rate Risk

This is the risk that changes in interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value to changes in market interest rates. The Bond Fund maintains pooled investments with the San Diego County Treasury with a fair value of \$14,841,053. The average weighted maturity for this pool was 447 days at June 30, 2024.

e. Foreign Currency Risk

This is the risk that exchange rates will adversely affect the fair value of an investment. At year end, the Bond Fund was not exposed to foreign currency risk.

4. Investment Accounting Policy

The Bond Fund is required by GASB Statement No. 31 to disclose its policy for determining which investments, if any, are reported at amortized cost. The Bond Fund's general policy is to report money market investments and short-term participating interest-earning investment contracts at amortized cost and to report nonparticipating interest-earning investment contracts using a cost-based measure. However, if the fair value of an investment is significantly affected by the impairment of the credit standing of the issuer or by other factors, it is reported at fair value. All other investments are reported at fair value unless a legal contract exists which guarantees a higher value. The term "short-term" refers to investments which have a remaining term of one year or less at time of purchase. The term "nonparticipating" means that the investment's value does not vary with market interest rate changes. Nonnegotiable certificates of deposit are examples of nonparticipating interest-earning investment contracts.

The Bond Fund's investments in external investment pools are reported at an amount determined by the fair value per share of the pool's underlying portfolio, unless the pool is a 2a7-like, in which case they are reported at share value. A 2a7-like pool is one which is not registered with the Securities and Exchange Commission (SEC) as an investment company, but nevertheless has a policy that it will, and does, operate in a manner consistent with the SEC's Rule 2a7 of the Investment Company Act of 1940.

**San Ysidro School District**  
**Measure T Building Fund (21-39)**  
Notes to the Financial Statements, Continued  
June 30, 2024

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**E. Accounts Payable**

The Accounts Receivable balance as of June 30, 2024, consisted of:

Vendor payables	\$ 23,300
Total Accounts Payable	<u>\$ 23,300</u>

**F. Interfund Activities**

The Bond Fund for Measure N had the following interfund activities as of June 30, 2024:

<u>Interfund Receivable</u> (Due From Other Funds)	<u>Interfund Payable</u> (Due To Other Funds)	<u>Amount</u>	<u>Purpose</u>
General Fund	Bond Fund - Measure VV	\$ 191	Reimburse expenditures
	Total	<u>\$ 191</u>	

**G. Short Term Debt Activity**

The Bond Fund accounts for short-term debts for maintenance purposes through the General Fund. The proceeds from loans are shown in the financial statements as other financing sources. The Bond Fund did not issue any short-term debt during the fiscal year ended June 30, 2024.

**H. General Obligation Bonds**

The District's bonded debt consists of various issues of general obligation bonds that are generally callable with interest payable semiannually. Bond proceeds pay primarily for acquiring or constructing capital facilities. The District repays general obligation bonds from voter-approved property taxes.

In March 2020 registered voters authorized the issuance of \$52,985,000 principal amount of general obligation bonds. As of June 30, 2024, \$22,155,000 of the authorized amount remains available for issue.

	<u>Date of Issue</u>	<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Amount of Original Issue</u>
2020 Measure T, Series A	09/03/20	0.37-2.97%	08/01/45	\$ 15,830,000
2020 Measure T, Series B	08/01/23	4.00-5.00%	08/01/45	\$ 15,000,000
Total General Obligation Bonds				<u>\$ 30,830,000</u>

**San Ysidro School District**  
**Measure T Building Fund (21-39)**

Notes to the Financial Statements, Continued  
June 30, 2024

	Beginning Balance	Increases	Decreases	Ending Balance	Amounts Due Within One Year
2020 Measure T, Series A					
Principal	\$ 13,260,000	\$ -	\$ 200,000	\$ 13,060,000	\$ 225,000
2020 Measure T, Series B					
Principal	-	15,000,000	-	15,000,000	1,480,000
Premium	-	578,889	-	578,889	57,117
Total General Obligation Bonds	<u>\$ 13,260,000</u>	<u>\$ 15,578,889</u>	<u>\$ 200,000</u>	<u>\$ 28,638,889</u>	<u>\$ 1,762,117</u>

The annual requirements to amortize the bonds outstanding at June 30, 2024 are as follows:

Year Ended June 30,	Principal	Interest	Total
2025	\$ 1,705,000	\$ 994,282	\$ 2,699,282
2026	1,440,000	924,967	2,364,967
2027	270,000	891,906	1,161,906
2028	295,000	887,727	1,182,727
2029	320,000	882,489	1,202,489
2030-2034	2,070,000	4,292,965	6,362,965
2035-2039	5,660,000	3,762,292	9,422,292
2040-2044	10,625,000	2,095,055	12,720,055
2045-2049	5,675,000	208,469	5,883,469
Total	<u>\$ 28,060,000</u>	<u>\$ 14,940,152</u>	<u>\$ 43,000,152</u>

*Premium/Discount*

Bond premium arises when the market rate of interest is higher than the stated interest rate on the bond. Bond discount arises when the market rate of interest is lower than the stated interest rate on the bond. Generally Accepted Accounting Principles (GAAP) require that the premium increase the face value of the bond and the discount decrease the face value of the bond. The premium and discount are then amortized over the life of the bond using the economic interest method.

Effective interest on general obligation bonds issued at a premium/discount are as follows:

	2020 Election Series A
Total Interest Payments	\$ 6,228,183
Less Bond Premium	-
Net Interest Payments	<u>6,228,183</u>
Par Amount of Bonds	15,830,000
Periods	25
Effective Interest Rate	1.57%

# San Ysidro School District

## Measure T Building Fund (21-39)

Notes to the Financial Statements, Continued  
June 30, 2024

### I. Commitments and Contingencies

#### 1. Litigation

The District is involved in various litigation arising from the normal course of business. In the opinion of management and legal counsel, the disposition of all litigation pending is not expected to have a material adverse effect on the overall financial position of the Bond Fund as of June 30, 2024.

#### 2. Construction Commitments

As of June 30, 2024, the Bond Fund had no outstanding construction commitments.

	Remaining Commitment	Expected Date of Completion*
Construction in Process:		
Beyer Community Resource Center	\$ 19,931,000	December 2026
Total	<u>\$ 19,931,000</u>	

\*Expected date of completion is subject to change.

### J. Upcoming Accounting Guidance

The Governmental Accounting Standards Board (GASB) issues pronouncements and additional guidance for governmental agencies to establish consistent accounting across all governments in the United States. The following table represents items that have been issued by GASB that will become effective in future periods:

Description	Date Issued	Fiscal Year Effective
GASB Statement No. 99 <i>Omnibus 2022</i> (Portions related to financial guarantees and derivative instruments)	Apr-22	2024-25
GASB Statement No. 100 <i>Accounting Changes and Error Corrections (Amendment of GASB Statement No. 62)</i>	Jun-22	2024-25
GASB Statement No. 101 <i>Compensated Absences</i>	Jun-22	2024-25
GASB Statement No. 102 <i>Certain Risk Disclosures</i>	Dec-23	2024-25
GASB Statement No. 103 <i>Financial Reporting Model Improvements</i>	Apr-24	2025-26
GASB Statement No. 104 <i>Disclosure of Certain Capital Assets</i>	Sep-24	2025-26
GASB Implementation Guide No. 2023-1 <i>Implementation Guidance Update 2023</i>	Jun-23	2024-25

The effects of the upcoming guidance and pronouncements on the District's financial statements has not yet been determined.



## Other Independent Auditors' Reports

Independent Auditor's Report on Internal Control Over Financial Reporting and  
on Compliance and Other Matters Based on an Audit of Financial Statements  
Performed in Accordance with *Government Auditing Standards*

To the Citizens' Oversight Committee  
San Ysidro School District  
Measure T Building Fund (21-39)  
San Ysidro, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the San Ysidro School District Measure T Building Fund (Bond Fund), which comprise the Balance Sheet and Statement of Revenues, Expenditures, and Changes in Fund Balance as of and for the year ended June 30, 2024, and the related notes to the financial statements, which collectively comprise San Ysidro School District Measure T Building Fund's basic financial statements, and have issued our report thereon dated March 25, 2025.

**Internal Control over Financial Reporting**

In planning and performing our audit of the financial statements, we considered San Ysidro School District Measure T Building Fund's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of San Ysidro School District Measure T Building Fund's internal control. Accordingly, we do not express an opinion on the effectiveness of San Ysidro School District Measure T Building Fund's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been detected.

**Compliance and Other Matters**

As part of obtaining reasonable assurance about whether San Ysidro School District Measure T Building Fund's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

## Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Bond Fund's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Bond Fund's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



El Cajon, California  
March 25, 2025

## Independent Auditor's Report on Performance

To the Citizens' Oversight Committee  
San Ysidro School District  
Measure T Building Fund (21-39)  
San Ysidro, California

### Performance Results

We were engaged to conduct a performance audit of the San Ysidro School District Measure T Building Fund (21-39), herein after referred to as the Bond Fund, for the year ended June 30, 2024. Our audit was limited to the objectives listed with the report which includes the District's compliance with the performance requirements as referred to in Proposition 39 and outlined in Article XIII A, Section 1(b)(3)(C) of the California Constitution.

The results of our tests, delineated below, showed an instance of noncompliance with the requirements as set forth in Measure T, approved by voters on March 3, 2020, in accordance with Proposition 39 as outlined in Article XIII A, Section 1(b)(3)(c) of the California Constitution.

### Responsibilities of Management for Performance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the Bond Fund.

### Auditor's Responsibility for the Performance Audit

Our responsibility is to prepare a report that contains (1) the objectives, scope, and methodology of the audit; (2) the audit results, including findings, conclusions, and recommendations as appropriate; (3) summary reviews of responsible officials; and (4) if applicable, the nature of any confidential or sensitive information omitted.

We conducted this performance audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to performance audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States and the *Appendix A of the 2023-24 Guide for Annual Audits of K-12 Local Education Agencies* (the Audit Guide). Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our conclusions based on our audit objectives.

In planning and performing our performance audit, we obtained an understanding of the District's internal controls over the Bond Fund and related construction projects in order to determine if the internal controls were adequate to help ensure the District's compliance with the requirements of Proposition 39, but not for the purpose of expressing an opinion on the effectiveness of the Bond Fund's internal control. Accordingly, we do not express an opinion on the effectiveness of the Bond Fund's internal control.

We believe the audit evidence we have obtained is sufficient and appropriate to provide a reasonable basis for our findings and conclusions based upon the audit objectives.

Our audit was designed to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above have occurred, whether due to fraud or error, and to express the findings and conclusions based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Audit Guide will always detect material noncompliance when it exists.

The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the District's compliance with the requirements of Measure T as a whole.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Audit Guide, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the District's compliance with the requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the District's internal control over the Bond Fund relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Audit Guide, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

### **Objectives, Scope, & Methodology of the Audit**

In connection with our performance audit, we performed an audit for compliance as required in the performance requirements set forth in Measure T as approved by registered voters for the fiscal year ended June 30, 2024. The objective of the audit of compliance applicable to the Bond Fund is to determine with reasonable assurance that:

- The proceeds from the sale of Measure T General Obligation Bonds were only used for the purposes set forth in the ballot Measure T and not for any other purpose, such as teacher and administrative salaries.
- The Governing Board of the San Ysidro School District (District), in establishing approved projects set forth in the ballot Measure T to modernize, replace, renovate, construct, acquire, equip, furnish and otherwise improve facilities of the District as noted in the bond project list.

## **Performance Audit Procedures Performed & Results:**

### **1. Internal Control Evaluation**

#### Procedure Performed

Inquiries were made of management regarding internal controls to:

- Prevent fraud, waste, or abuse regarding project resources
- Prevent material misstatement in the project funds
- Ensure all expenditures are properly allocated
- Ensure adequate separation of duties exists in the accounting of project funds. All purchase requisitions are reviewed for proper supporting documentation. The Facilities Director or appropriate District employee submits back up information to the business office to initiate a purchase requisition. The Facilities Director, Assistant Superintendent of Business Services, and Finance Director verifies that the requested purchase is an allowable project cost in accordance with the bond language.

#### Results of Procedure Performed

The results of our audit determined the internal control procedures as designed are sufficient to meet the financial and compliance objectives required by generally accepted accounting principles and applicable laws and regulations.

#### Procedure Performed

Tests of controls were performed based on identified controls from procedures above, utilizing samples of expenditures with a sample size sufficient for a high level of assurance, to determine if internal controls as designed are properly implemented and in place over the Bond Fund expenditures.

#### Results of Procedure Performed

The results of our audit determined that the internal controls as designed were properly implemented during the 2023-24 fiscal year.

### **2. Tests of Expenditures**

#### Procedures Performed

We tested expenditures to determine whether Measure T proceeds were spent solely on voter and board approved school facilities projects as set forth in the Bond Project List and language of the Measure T ballot measure language. Our testing was performed using a sample size sufficient to meet a high level of assurance.

#### Results of Procedures Performed

There were no expenditures during the fiscal year ended June 30, 2024.

### **3. Tests of Contracts and Bid Procedures**

#### Procedures Performed

We tested expenditures under Measure T to determine if the expenditures were part of a valid contract, that the contract was properly approved by the District's Governing Board, and that the contract was established in compliance with Public Contract Code provisions, including bid procedures. Our testing was performed using a sample size sufficient to meet a high level of assurance.

#### Results of Procedures Performed

There were no expenditures during the fiscal year ended June 30, 2024.

### **4. Facilities Site Review**

#### Procedures Performed

We reviewed the Independent Citizens' Oversight Committee minutes and agendas along with other pertinent information on Measure T designated projects to determine whether the funds expended for the year ended June 30, 2024, were for valid facilities acquisition and construction purposes as stated in the Bond Project List. Additionally, we reviewed photographs of significant bond projects to determine projects were being completed as identified in the Bond Project List.

#### Results of Procedures Performed

Based on review of expenditure documentation, review of project photographs, and other pertinent information provided, it appears no construction work was performed in 2023-24.

### **5. Review of Citizens' Oversight Committee Compliance**

#### Procedures Performed

We reviewed the minutes of the Citizens' Oversight Committee meetings to verify compliance with Education Code Section 15278 which requires the Citizens' Oversight Committee to:

- Actively review and report on the proper expenditure of taxpayers' money for school construction.
- Advise the public as to whether the District is in compliance with paragraph (3) of subdivision (b) of Section 1 of Article XIII A of the California Constitution.
- Ensure that bond revenues are expended only for purposes described in paragraph (3) of subdivision (b) of Section 1 of Article XIII A of the California Constitution.
- Ensure that no funds are used for any teacher or administrative salaries or other school operating expenses.

Additionally, Education Code Section 15278 authorizes the Citizens' Oversight Committee to:

- Receive and review copies of the annual, independent performance audit.
- Inspect school facilities and grounds to ensure that bond revenues are expended in compliance with the requirements described in paragraph (3) of subdivision (b) of Section 1 of Article XIII A of the California Constitution.
- Receive and review copies of any deferred maintenance proposals or plans developed by the District.
- Review efforts by the District to maximize bond revenues by implementing cost saving measures.

### Results of Procedures Performed

The Citizens' Oversight Committee appears to have complied with the requirements of Education Code Section 15278.

### Procedure Performed

We reviewed composition of the Citizens' Oversight Committee to verify compliance with Education Code Section 15282 which requires the following:

- The Citizens' Oversight Committee shall consist of at least seven members who shall serve for a minimum term of two years without compensation and for no more than three consecutive terms.
- One member shall be active in a business organization representing the business community located within the school district boundaries.
- One member shall be active in a senior citizens' organization.
- One member shall be active in a bona fide taxpayers' organization.
- One member shall be the parent or guardian of a child enrolled in the school district.
- One member shall be both a parent or guardian of a child enrolled in the school district and active in a parent-teacher organization.
- An employee or official of the school district shall not be appointed to the citizens' oversight committee.
- A vendor, contractor, or consultant of the school district shall not be appointed to the citizens' oversight committee.

### Results of Procedures Performed

The Citizens' Oversight Committee appears to have not complied with the requirements of Education Code Section 15282. They do not have a Senior Citizen organization member, will be finding 2024-001.

### **Nature of any Confidential or Sensitive Information Omitted**

There was no confidential or sensitive information omitted from this report.

### **Purpose of the Report**

This report is intended solely for the information and use of the District's Governing Board, the Measure T Citizens' Oversight Committee, management, and others within the District and is not intended to be and should not be used by anyone other than these specified parties.

  
El Cajon, California  
March 25, 2025



## Auditor's Results, Findings & Recommendations

**San Ysidro School District**  
**Measure T Building Fund (21-39)**

Schedule of Auditor's Results

Year Ended June 30, 2024

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**FINANCIAL STATEMENTS**

Type of auditor's report issued:

Unmodified

Internal control over financial reporting:

One or more material weakness(es) identified?

           Yes          X     No

One or more significant deficiencies identified that are  
not considered material weakness(es)?

           Yes          X     No

Noncompliance material to financial statements noted?

           Yes          X     No

**PERFORMANCE AUDIT**

Any audit findings disclosed that are reported as a result of  
performance audit and in accordance with *2023-24 Guide for*  
*for Annual Audits of California K-12 Local Education*  
*Agencies, Appendix A Local Construction Bond Audits?*

    X     Yes                 No

Type of auditor's report issued on compliance for state programs:

Unmodified

# San Ysidro School District

## Measure T Building Fund (21-39)

Schedule of Findings and Questioned Costs  
Year Ended June 30, 2024

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Findings represent significant deficiencies, material weaknesses, and/or instances of noncompliance related to the financial statements or performance audit that are required to be reported in accordance with *Government Auditing Standards*, or *Appendix A of the 2023-24 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*.

### Internal Control Findings

None

### Compliance Findings

As stated in our *Independent Auditor's Report on Performance*, our tests resulted in Finding 2024-001 related to the performance audit of the Measure T Building Fund for the year ended June 30, 2024.

#### Finding 2024-001

We are bringing to management's attention the following exceptions and procedural requirements relating to the composition of the Citizens' Bond Oversight Committee:

#### Criteria or Specific Requirement:

Proposition 39 Bond Law requires the Citizens Bond Oversight Committee to be comprised of at least seven members who meet the following criteria:

- One member must be active in a business organization within the District's boundaries that represents the business community as a whole
- One member must be active in a senior citizens association
- One member must be a parent/guardian of a child enrolled in the District
- One member must be a parent/guardian of a child enrolled in the District and is an active participant in the Parent Teachers Organization
- One member must be active in a bona fide taxpayer's organization

Proposition 39 Bond Law also requires the Citizens Bond Oversight Committee to have at least one annual meeting with quorum and to approve an annual report summarizing activity.

#### Condition:

During our review of the Citizens' Bond Oversight Committee member listing, we noted there was not a committee member that was active in a senior citizen association.

#### Questioned Costs:

The finding relates to an aspect of non-compliance and there is no associated questioned costs.

#### Cause:

The District has been unable to locate a member that is active in a senior citizens association willing to participate in the Citizens' Bond Oversight Committee.

**San Ysidro School District**  
**Measure T Building Fund (21-39)**

Schedule of Findings and Questioned Costs, continued  
Year Ended June 30, 2024

---

Effect:

The District is out of compliance with Proposition 39 Bond Law and regulations.

Recommendation:

We recommend the District attempt to obtain the required number of members with required positions. Continue to advertise and attempt to recruit a community member that is active in a senior citizen association.

Corrective Action Plan:

The District is aware of and agrees with the finding. The District is actively searching for candidates through various local publications and conducting interviews for qualified individuals. The District will continue to pursue potential members fitting the criteria as established by Proposition 39 Bond Law.

**San Ysidro School District**  
**Measure T Building Fund (21-39)**

Schedule of Prior Year Audit Findings  
 Year Ended June 30, 2024

Finding/Recommendation	Status	Explanation if Not Implemented
2023-001 Citizens' Bond Oversight Committee		
<p>In our review of the members of the Citizens' Bond Oversight Committee (COC), we noted that there were vacancies in required membership roles. The COC did not have an active member who represented a bona fide taxpayer's organization.</p>		
<p>We recommend the District attempt to obtain the required members for their COC.</p>	Not Implemented	See Current Year Finding

# SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

**TO:** Governing Board

**BOARD MEETING DATE:** May 22, 2025

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

**FROM:**  
Business Services  
Marilyn Adrianzen, Chief Business Official

☐ Informational  
☒ Action

**AGENDA ITEM:** ANNUAL FINANCIAL AUDIT REPORT FOR GENERAL OBLIGATION  
BOND MEASURE U FOR FISCAL YEAR 2023-24

---

**BACKGROUND INFORMATION:**

On March 3, 2020, the voters within the District authorized Measure U general obligation bonds not to exceed \$55,500.00.

Measure U bonds are Proposition 39 bonds issued by the San Ysidro School District. The passage of Proposition 39 in November 2000 amended the California Constitution to include accountability provisions. Specifically, the District must conduct an annual independent performance audit to ensure that funds have been expended only on specific projects listed and an annual, independent financial audit of the proceeds from the sale of the bonds until all the proceeds have been expended for facilities projects.

The General Obligation Bond Measure U audit for fiscal year 2023-24 was recently completed by the auditing firm of Wilkinson, Hadley, King & Co., LLP. The audit report is being submitted to the Governing Board for review and approval. A representative from Wilkinson, Hadley, King & Co., LLP will be present to answer questions from the Board on this item.

**RECOMMENDATION:**

Approve the 2023-24 Annual Financial Audit Report for General Obligation Bond Measure U.

---

**LCAP GOAL AND ACTION/SERVICE (please indicate):**

☐ Renewal ☒ New ☐ Amendment ☐ Ratify ☐ Other

Financial Implications?

Are funds for this item available in the 2024-2025 Budget?

Requisition #

☐ Yes ☒ No

☐ Yes ☐ No

N/A

(Amount)

N/A

(Name of funding source and/or location)

---

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



San Ysidro School  
District

Measure U Building Fund  
General Obligation Bond

Financial Statements &  
Supplementary Information

June 30, 2024



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# **San Ysidro School District**

## **Measure U Building Fund (21-33)**

### **Introduction & Citizens' Oversight Committee Member Listing**

---

The San Ysidro School District, a political subdivision of the State of California is located in San Diego County, and currently provides educational programs to about 4,300 preschools through eighth grade students.

On March 3, 2020, the voters within the District authorized Measure U general obligation bonds not to exceed \$55,500,000.

Measure U bonds are Proposition 39 bonds, issued by the County of San Diego on behalf of San Ysidro School District. The passage of Proposition 39 in November 2000 amended the California Constitution to include accountability provisions. Specifically, the District must conduct an annual independent performance audit to ensure that funds have been expended only on specific projects listed as well as an annual, independent financial audit of the proceeds from the sale of the bonds until all the proceeds have been expended for facilities projects.

Upon the passage of Proposition 39, an accompanying piece of legislation, AB 1908 (Chapter 44, Statutes of 2000), was enacted, which amended the Education Code to establish additional procedures which must be followed if a District seeks approval of a bond proposition pursuant to the 55% majority authorized in Proposition 39 including the formation, composition and purpose of the Citizens' Bond Oversight Committee, and authorization for injunctive relief against the improper expenditure of bond revenues.

The San Ysidro School District Citizens' Oversight Committee consisted of the following members for the fiscal year ended June 30, 2024:

<u>Name</u>	<u>Position</u>	<u>Representative</u>	<u>Term Expiration</u>
Ricardo Macedo	Chair	Business Community Representative	September 2025
Gloria McKearney	Vice-Chair	Taxpayer Association Representative	September 2025
Hilario Rodriguez	Member	At- Large Community	September 2025
Kenneth Johnson	Member	At- Large Community	January 2026
Juan Morales	Member	Parent Representative - Active	May 2025
Daniela Armstrong	Member	Parent Representative	May 2025
Vacant	Member	Senior Citizen Organization	

## Independent Auditor's Report

To the Citizens' Oversight Committee  
San Ysidro School District  
Measure U Building Fund (21-33)  
San Ysidro, California

### Report on the Audit of the Financial Statements

#### Opinion

We have audited the accompanying financial statements of the San Ysidro School District's Measure U Building Fund (Fund 21-33), which comprise the balance sheet as of June 30, 2024, and the related statement of revenues, expenditures, and changes in fund balance for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the assets, liabilities, and fund balance of the Bond Fund as of June 30, 2024, and the revenues it received and expenditures it paid for the year then ended, in accordance with the financial reporting provisions of Proposition 39 described in Note A.

#### Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the San Ysidro School District, including the Measure U Citizens' Oversight Committee, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

#### Emphasis of Matter – Basis of Accounting

We draw attention to Note A of the financial statements, which describes the basis of accounting. The financial statements are prepared by the San Ysidro School District using the modified accrual basis of accounting for the fund, which is a basis of accounting other than accounting principles generally accepted in the United States of America, to meet the financial reporting requirements under Proposition 39. Additionally, the financial statements present only the Bond Fund which is specific to Measure U and is not intended to present fairly the financial position and results of operations of the San Ysidro School District as a whole. As a result, the financial statements may not be suitable for another purpose. Our opinion is not modified with respect to this matter.

#### Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with the financial reporting provisions for fund accounting under the modified accrual basis of accounting, as described in Note A. Management is also responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Bond Fund's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

## **Auditor's Responsibilities for the Audit of the Financial Statements**

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Bond Fund's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Bond Fund's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

## **Required Supplementary Information**

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis be presented to supplement the basic financial statements. Such information is the responsibility of management and, 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. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about 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 do 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.

## **Other Reporting Required by *Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated March 25, 2025, on our consideration of the Bond Fund's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Bond Fund's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Bond Fund's internal control over financial reporting and compliance.

## **Report on Other Legal and Regulatory Requirements**

In accordance with the requirements of Proposition 39, as incorporated in California Constitution Article 13A, we have also issued our performance audit report dated March 25, 2025, on our consideration of the Bond Fund's compliance with the requirements of Proposition 39 with regards to the Measure U Building Fund (Fund 21-33). That report is an integral part of our audit of the Measure U Building Fund (Fund 21-33) for the fiscal year ended June 30, 2024, and should be considered in assessing the results of our financial audit.

## **Other Information**

Management is responsible for the other information included in the introductory section of this report. The other information comprises the introductory section but does not include the basic financial statements and our auditor's report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

## **Restriction on Use**

This report is intended solely for the information and use of management, the Citizens' Oversight Committee, the Board of Education, and others within the San Ysidro School District, and is not intended to be and should not be used by anyone other than these specified parties.



El Cajon, California  
March 25, 2025

**SAN YSIDRO SCHOOL DISTRICT**  
**MEASURE U BUILDING FUND (21-33)**  
**MANAGEMENT’S DISCUSSION AND ANALYSIS**  
**JUNE 30, 2024**  
**(Unaudited)**

This section of the San Ysidro School Districts’(SYSD) Measure U Building Fund annual financial and performance report presents the discussion and analysis of the Measure U bond program during the fiscal year that ended June 30, 2024. This Management Discussion and Analysis (MD&A) should be read in conjunction with the Bond Fund’s financial statements that immediately follow this section.

**FINANCIAL HIGHLIGHTS**

- The Measure U Building Fund expended \$1,546,574 in capital expenditures and bond issuance costs during the year ended June 30, 2024.

**OVERVIEW OF THE FINANCIAL STATEMENTS**

This annual report consists of three parts – management discussion and analysis (this section), the financial statements, and the performance audit required by state law.

The District accounts for Measure U bond activity in the District’s Building Fund. The Building Fund is a governmental fund type accounted for on a modified accrual basis of accounting.

**FINANCIAL ANALYSIS OF MEASURE U BUILDING FUND**

**Balance Sheet**

The District’s Measure U Building Fund balance as of June 30, 2024, was \$31,287,013 (see Table A-1). The funds are used to finance the modernization and construction of school sites.

<b>Table A-1</b> <b>Measure U Building Fund</b> <b>Balance Sheet</b>				
	June 30,			Percentage
	2024	2023	Change	Change
<b>Assets</b>				
Cash	\$ 29,937,972	\$ 18,902,345	\$ 11,035,627	58%
Due from other Fund	1,538,132	13,858	1,524,274	100%
Total Assets	<u>\$ 31,476,104</u>	<u>\$ 18,916,203</u>	<u>\$ 12,559,901</u>	<u>66%</u>
<b>Liabilities</b>				
Accounts Payable	\$ 188,835	\$ 1,971,064	\$ (1,782,229)	-90%
Due to other funds	256	13,871	(13,615)	-98%
Total Liabilities	<u>189,091</u>	<u>1,984,935</u>	<u>(1,795,844)</u>	<u>-90%</u>
<b>Fund Balance</b>				
Restricted for capital projects	31,287,013	16,931,281	14,355,732	85%
Total Fund Balance	<u>31,287,013</u>	<u>16,931,281</u>	<u>14,355,732</u>	<u>85%</u>
Total Liabilities & Fund Balance	<u>\$ 31,476,104</u>	<u>\$ 18,916,216</u>	<u>\$ 12,559,888</u>	<u>66%</u>

## Fund Balance (or Change in Fund Balance)

The District's total Measure U Building Fund revenue and other sources increased by \$15,902,319. The total expenditures and other uses were \$2,903,204.

<b>Table A-2</b> <b>Measure U Building Fund</b> <b>Changes in Fund Balance</b>				
	Year Ended June 30,			Percentage
	2024	2023	Change	Change
<b>Revenues &amp; Other Sources</b>				
Proceeds From Sale of Bonds	\$ 14,860,000	\$ -	\$ 14,860,000	100%
Interest Income	970,509	348,711	621,798	178%
Fair Market Value Adjustment	71,810	(36,583)	108,393	-296%
Total Revenues & Other Sources	15,902,319	312,128	15,590,191	4995%
<b>Expenditures &amp; Other Uses</b>				
Other construction services	123,605	-	123,605	100%
Capital Outlay	1,305,131	2,835,120	(1,529,989)	-54%
Plan check fees	117,838	68,084	49,755	73%
Total Expenditures & Other Uses	1,546,574	2,903,204	(1,356,630)	-47%
<b>Change in Fund Balance</b>	14,355,745	(2,591,075)	14,233,561	-549%
<b>Fund Balance - Beginning</b>	16,931,268	19,522,330	(2,591,062)	-13%
<b>Fund Balance - Ending</b>	\$ 31,287,013	\$ 16,931,268	\$ 14,355,745	85%

## CAPITAL ASSETS

During the fiscal year ended June 30, 2024, SYSD expended \$1,422,969 in capital expenditures from Measure U funds. These expenditures are part of the SYSD total capital assets as reflected in the District's separate financial audit.

## LONG TERM DEBT

The following table presents a comparison of long-term debt associated with Measure U Building Fund:

<b>Table A-3</b> <b>Measure U Building Fund</b> <b>Long Term Debt</b>				
	Year Ended June 30,			Percentage
	2024	2023	Change	Change
<b>General Obligation Bonds</b>				
Principal Balance	\$ 30,995,000	\$ 16,805,000	\$ 14,190,000	84%
Bond Premium	2,669,997	2,170,400	499,597	23%
Total Measure U GO Bonds	\$ 33,664,997	\$ 18,975,400	\$ 14,689,597	77%

## **FACTORS BEARING ON THE BOND PROGRAM'S FUTURE**

At the time these financial statements were prepared and audited, the District was aware of the existing circumstances that could affect its financial health in the future:

- Possible increases in building costs during construction

## **CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT**

This financial report is designed to provide citizens, taxpayers, customers, investors, and creditors with a general overview of the Bond Fund's finances and to determine the Bond Fund's accountability for the money it receives. Additional financial information can be obtained by contacting the following:

Business Office  
San Ysidro School District  
4350 Otay Mesa Rd.  
San Ysidro, CA 92173

## Financial Statements



**San Ysidro School District**  
**Measure U Building Fund (21-33)**

Balance Sheet

June 30, 2024

---

**ASSETS**

**Current Assets**

Cash in county treasury	\$ 29,937,972
Due from other fund	<u>1,538,132</u>
<b>Total Current Assets</b>	<u>31,476,104</u>

<b>TOTAL ASSETS</b>	<u><u>\$ 31,476,104</u></u>
---------------------	-----------------------------

**LIABILITIES AND FUND BALANCE**

**Current Liabilities**

Accounts payable	\$ 188,835
Due to other funds	<u>256</u>
<b>Total Current Liabilities</b>	<u>189,091</u>

<b>Total Liabilities</b>	<u>189,091</u>
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**Fund Balance**

Unrestricted	
Restricted for capital projects	<u>31,287,013</u>
<b>Total Fund Balance</b>	<u>31,287,013</u>

<b>TOTAL LIABILITIES AND FUND BALANCE</b>	<u><u>\$ 31,476,104</u></u>
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The accompanying notes to the financial statements are an integral part of this statement.

**San Ysidro School District**  
**Measure U Building Fund (21-33)**

Statement of Revenues, Expenditures, and Changes in Fund Balance  
For the Year Ended June 30, 2024

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**REVENUES**

Interest income	\$ 970,509
FMV adjustment	<u>71,810</u>

<b>TOTAL REVENUES</b>	<u>1,042,319</u>
-----------------------	------------------

**EXPENDITURES**

Current operating expenses:

Other construction services	123,605
-----------------------------	---------

Capital outlay:

Architect plans	117,838
-----------------	---------

Tests and exams	50,680
-----------------	--------

Construction management fees	57,269
------------------------------	--------

Other Costs - Planning

Building & improvement	1,175,344
------------------------	-----------

Building construction	<u>21,838</u>
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<b>TOTAL EXPENDITURES</b>	<u>1,546,574</u>
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**OTHER SOURCES AND USES**

Proceeds from sale of general obligation bonds	<u>14,860,000</u>
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<b>TOTAL OTHER SOURCES</b>	<u>14,860,000</u>
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<b>NET CHANGE IN FUND BALANCE</b>	14,355,745
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<b>FUND BALANCE, BEGINNING OF YEAR</b>	<u>16,931,268</u>
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<b>FUND BALANCE, END OF YEAR</b>	<u><u>\$ 31,287,013</u></u>
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The accompanying notes to the financial statements are an integral part of this statement.

# San Ysidro School District

## Measure U Building Fund (21-33)

Notes to the Financial Statements  
For the Year Ended June 30, 2024

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### A. Summary of Significant Accounting Policies

San Ysidro School District Measure U Building Fund (21-33), hereinafter referred to as the “Bond Fund”, accounts for its financial transactions in accordance with the policies and procedures of the California Department of Education’s *California School Accounting Manual*. The accounting policies of the District conform to accounting principles generally accepted in the United States of America (GTP) as prescribed by the Governmental Accounting Standards Board (GASB) and the American Institute of Certified Public Accountants (AICPA).

#### 1. Reporting Entity

The Bond Fund was formed to account for renovation of schools for San Ysidro School District (District), through expenditures of general obligation bonds issued under Measure U, authorized by registered voters on March 3, 2020.

The Bond Fund operates under a locally selected Citizens’ Oversight Committee comprised of seven members formed in accordance with the Local School Construction Bonds Act of 2000, at Section 15264 *et seq.* of the Education Code, Proposition 39. The reporting entity consists only of the Bond Fund of the District. These financial statements are intended to present only the financial position and results of operations of the Bond Fund in conformity with accounting principles generally accepted in the United States of America, and accordingly do not present the financial position and results of operations of the District.

#### 2. Basis of Accounting – Measurement Focus

**Bond Fund.** The bond fund is reported using the current financial resources measurement focus and the modified accrual basis of accounting. Under this method, revenues are recognized when measurable and available. The Bond Fund considers all revenues reported in the fund to be available if the revenues are collected within sixty days after year-end. Revenues from local sources consist primarily of interest earned. Investment earnings are recorded as earned, since they are both measurable and available. Expenditures are recorded when the related fund liability is incurred, except for principal and interest on general long-term debt, claims and judgments, and compensated absences, which are recognized as expenditures to the extent they have matured. General capital asset acquisitions are reported as expenditures in governmental funds. Proceeds from general long-term debt and acquisitions under capital leases are reported as other financing sources.

When the Bond Fund incurs an expenditure or expense for which both restricted and unrestricted resources may be used, it is the Bond Fund’s policy to use restricted resources first, then unrestricted resources.

3. Encumbrances

Encumbrance accounting is used in the Bond Fund to reserve portions of applicable appropriations for which commitments have been made. Encumbrances are recorded for purchase orders, contracts, and other commitments when they are written. Encumbrances are liquidated when the commitments are paid or at year end, whichever is sooner.

4. Budgets and Budgetary Accounting

Annual budgets are adopted on a basis consistent with generally accepted accounting principles for the Bond Fund. By state law, the District's governing board must adopt a final budget no later than July 1<sup>st</sup>. A public hearing must be conducted to receive comments prior to adoption. The District's governing board has satisfied these requirements.

These budgets are revised by the District's governing board and district superintendent during the year to give consideration to unanticipated income and expenditures.

Formal budgetary integration was used as a management control device during the year for all budgeted funds. The District employs budget control by minor object and by individual appropriation accounts.

5. Revenues and Expenses

a. Revenues – Exchange and Non-Exchange

On a modified accrual basis, revenue is recorded in the fiscal year in which the resources are measurable and become available. Available means that the resources will be collected within the current year or expected to be collected soon enough thereafter, to be used to pay liabilities of the current fiscal year. Generally, available is defined as collectible within 60 days. However, to achieve comparability of reporting among California districts and so as to not distort normal revenue patterns, with specific respect to reimbursement grants and corrections to State-aid apportionments, the California Department of Education has defined available for districts as collectible within one year. The following revenue sources are considered to be both measurable and available at fiscal year-end: State apportionments, property taxes, interest, certain grants, and other local sources.

Non-exchange transactions are transactions in which the District receives value without directly giving equal value in return, including property taxes, certain grants, entitlements, and donations. Revenue from property taxes is recognized in the fiscal year in which the taxes are received. Revenue from certain grants, entitlements, and donations are recognized in the fiscal year in which all eligibility requirements have been satisfied. Eligibility requirements include time and purpose restrictions. On a modified accrual basis, revenue from non-exchange transactions must also be available before it can be recognized.

**San Ysidro School District**  
**Measure U Building Fund (21-33)**

Notes to the Financial Statements, Continued  
June 30, 2024

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b. Expenditures

The measurement focus of governmental fund accounting is on decreases in net financial resources (expenditures) rather than expenses. Expenditures are generally recognized in the accounting period in which the related fund liability is incurred, if measurable, and typically paid within 90 days. Principal and interest on long-term obligations, which has not matured, are recognized when paid in the bond fund as expenditures. Allocations of costs, such as depreciation and amortization, are not recognized in the Bond Fund.

6. Assets, Deferred Outflows of Resources, Liabilities, Deferred Inflows of Resources, Fund Balance and Net Position

a. Deposits and Investments

Cash balances held in banks and in revolving funds are insured to \$250,000 by the Federal Depository Insurance Corporation (FDIC). The Bond Fund does not have any cash held in banks or revolving fund. Highly liquid investments are considered to be cash equivalents if they have a maturity of three months or less when purchased.

In accordance with Education Code §42701, the Bond Fund maintains substantially all its cash in the San Diego County Treasury. The county pools these funds with those of other districts in the county and invests the cash. These pooled funds are carried at cost, which approximates market value. Interest earned is deposited quarterly into participating funds. Any investment losses are proportionately shared by all funds in the pool.

The county is authorized to deposit cash and invest excess funds by California Government Code §53648 et seq. The funds maintained by the county are either secured by federal depository insurance or are collateralized.

Information regarding the amount of dollars invested in derivatives with San Diego County Treasury was not available.

b. Interfund Activity

Interfund activity results from loans, services provided, reimbursements or transfers between funds of the District. Loans are reported as interfund receivables and payables as appropriate and are subject to elimination upon consolidation. Services provided, deemed to be at market or near market rates, are treated as revenues and expenditures or expenses. Reimbursements occur when one fund incurs a cost, charges the appropriate benefiting fund and reduces its related cost as a reimbursement. All other interfund transactions are treated as transfers.

**San Ysidro School District**  
**Measure U Building Fund (21-33)**

Notes to the Financial Statements, Continued  
June 30, 2024

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c. Fund Balances – Governmental Funds

Fund balances of the Bond Fund are classified as follows:

*Nonspendable Fund Balance* represents amounts that cannot be spent because they are either not in spendable form (such as inventory or prepaid items) or legally required to remain intact (such as revolving cash accounts or principal of a permanent fund).

*Restricted Fund Balance* represents amounts that are subject to externally imposed and legally enforceable constraints. Such constraints may be imposed by creditors, grantors, contributors, or laws or regulations, or may be imposed by law through constitutional provisions or enabling legislation.

*Committed Fund Balance* represents amounts that can only be used for a specific purpose because of a formal action by the District's governing board. Committed amounts cannot be used for any other purpose unless the governing board removes those constraints by taking the same type of formal action. Committed fund balance amounts may be used for other purposes with appropriate due process by the governing board. Commitments are typically done through adoption and amendment of the budget or resolution. Committed fund balance amounts differ from restricted balances in that the constraints on their use do not come from outside parties, constitutional provisions, or enabling legislation.

*Assigned Fund Balance* represents amounts which the District intends to use for a specific purpose, but that do not meet the criteria to be classified as restricted or committed. Intent may be stipulated by the governing board or by an official or body to which the governing board delegates the authority. Specific amounts that are not restricted or committed in a special revenue, capital projects, debt service, or permanent fund are assigned for purposes in accordance with the nature of their fund type or the fund's primary purpose. Assignments within the general fund convey that the intended use of those amounts is for a specific purpose that is narrower than the general purposes of the District itself.

*Unassigned Fund Balance* represents amounts which are unconstrained in that they may be spent for any purpose. Only the general fund reports a positive unassigned fund balance. Other governmental funds might report a negative balance in this classification because of overspending for specific purposes for which amounts had been restricted, committed or assigned.

When an expenditure is incurred for a purpose for which both restricted and unrestricted fund balance is available, the District considers restricted funds to have been spent first. When an expenditure is incurred for which committed, assigned, or unassigned fund balances are available, the District considers amounts to have been spent first out of committed funds, then assigned funds, and finally unassigned funds.

# San Ysidro School District

## Measure U Building Fund (21-33)

Notes to the Financial Statements, Continued  
June 30, 2024

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### 7. Use of Estimates

The preparation of the financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results may differ from those estimates.

### 8. Fair Value Measurements

The Bond Fund categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles as defined by Governmental Accounting Standards Board (GASB) Statement No. 72. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. The hierarchy is detailed as follows:

- Level 1 Inputs: Quoted prices (unadjusted) in active markets for identical assets or liabilities that a government can access at the measurement date.
- Level 2 Inputs: Inputs other than quoted prices included within Level 1 that are observable for an asset or liability, either directly or indirectly.
- Level 3 Inputs: Unobservable inputs to an asset or liability.

### 9. New Accounting Pronouncements

The Bond Fund has adopted accounting policies compliant with new pronouncements issued by the Government Accounting Standards Board (GASB) that are effective for the fiscal year ended June 30, 2024. Those newly implemented pronouncements are as follows:

Description	Date Issued
GASB Statement No. 99 <i>Omnibus 2022</i> (Portions related to leases, PPPs, and SBITAs)	Apr-22
GASB Implementation Guide No. 2021-1 <i>Implementation Guidance Update 2021 (Portion Related to Question 5.1)</i>	May-21

Implementation of these standards did not result in any changes to financial accounting or reporting for the Bond Fund.

B. Compliance and Accountability

1. Finance Related Legal and Contractual Provisions

In accordance with GASB Statement No. 38, “Certain Financial Statement Note Disclosures”, violations of finance-related legal and contractual provisions, if any are reported below, along with actions taken to address such violations:

Violation	Action Taken
None Reported	Not Applicable

2. Deficit Fund Balance or Fund Net Position of Individual Funds

The following funds are funds having deficit fund balances or fund net position at year end, if any, along with remarks which address such deficits:

Fund Name	Deficit Amount	Remarks
None	Not Applicable	Not Applicable

C. Fair Value Measurements

The Bond Fund’s investments at June 30, 2024, categorized within the fair value hierarchy established by generally accepted accounting principles, were as follows:

	Amount	Fair Value Measurement Using		
		Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
External investment pools measured at fair value				
San Diego County Treasury	\$ 29,937,972	\$ -	\$ 29,937,972	\$ -
Total investments by fair value level	\$ 29,937,972	\$ -	\$ 29,937,972	\$ -

The Bond Fund is considered to be an involuntary participant in an external investment pool as the Bond Fund is required to deposit all receipts and collections of monies with their County Treasurer (Education Code §41001). The fair value of the Bond Fund’s investments in the pool is reported in the accounting financial statements as amounts based upon the District’s pro-rata share of the fair value provided by the County Treasurer for the entire portfolio (in relation to the amortized cost of the portfolio). The balance available for withdrawal is based on the accounting records maintained by the County Treasurer, which is recorded on the amortized cost basis.



# San Ysidro School District

## Measure U Building Fund (21-33)

Notes to the Financial Statements, Continued  
June 30, 2024

The San Diego County Treasury is not registered with the Securities and Exchange Commission (SEC) as an investment company; however, the County Treasury acts in accordance with investment policies monitored by a Treasury Oversight Committee consisting of members appointed by participants in the investment pool and up to five members of the public having expertise, or an academic background in, public finance. In addition, the County Treasury is audited annually by an independent auditor.

### D. Cash and Investments

#### 1. Cash in County Treasury

In accordance with Education Code §41001, the Bond Fund maintains substantially all of its cash in the San Diego County Treasury as part of the common investment pool (\$30,396,183 as of June 30, 2024). The fair value of the Bond Fund's portion of this pool as of that date, as provided by the pool sponsor, was \$29,937,972. Assumptions made in determining the fair value of the pooled investment portfolios are available from the County Treasurer.

#### 2. Investments Authorized by the California Government Code and the District's Investment Policy

The table below identifies the investment types that are authorized for the Bond Fund by the California Government Code (or the Bond Fund's investment policy, where more restrictive). The table also identifies certain provisions of the California Government Code (or the Bond Fund's investment policy where more restrictive) that address interest rate risk, credit risk, and concentration of credit risk. This table does not address investments of debt proceeds held by bond trustee that are governed by the provisions of debt agreements of the Bond Fund, rather than the general provisions of the California Government Code or the District's investment policy.

<u>Authorized Investment Type</u>	<u>Maximum Remaining Maturity</u>	<u>Maximum Percentage of Portfolio</u>	<u>Maximum Investment in One Issuer</u>
Local Agency Bonds, Notes, Warrants	5 Years	None	None
Registered State Bonds, Notes, Warrants	5 Years	None	None
U.S. Treasury Obligations	5 Years	None	None
U.S. Agency Securities	5 Years	None	None
Banker's Acceptance	180 Days	40%	30%
Commercial Paper	270 Days	25%	10%
Negotiable Certificates of Deposit	5 Years	30%	None
Repurchase Agreements	1 Year	None	None
Reverse Repurchase Agreements	92 Days	20% of Base	None
Medium-Term Corporate notes	5 Years	30%	None
Mutual Funds	N/A	20%	10%
Money Market Mutual Funds	N/A	20%	10%
Mortgage Pass-Through Securities	5 Years	20%	None
County Pooled Investment Funds	N/A	None	None
Local Agency Investment Fund	N/A	None	None
Joint Powers Authority Pools	N/A	None	None

3. Analysis of Specific Deposit and Investment Risks

GASB Statement No. 40 requires a determination as to whether the Bond Fund was exposed to the following specific investment risks at year end and if so, the reporting of certain related disclosures:

a. Credit Risk

Credit risk is the risk that an issuer or other counterparty to an investment will not fulfill its obligations. The county treasury is restricted by Government Code §53635 pursuant to §53601 to invest only in time deposits, U.S. government securities, state registered warrants, notes or bonds, State Treasurer’s investment pool, bankers’ acceptances, commercial paper, negotiable certificates of deposit, and repurchase or reverse repurchase agreements. The ratings of securities by nationally recognized rating agencies are designed to give an indication of risk.

At June 30, 2024, credit risk for the Bond Fund’s investments was as follows:

<u>Investment Type</u>	<u>Rating</u>	<u>Rating Agency</u>	<u>Amount</u>
County Treasurer's Investment Pool	Unrated	Not Applicable	\$ 29,937,972

b. Custodial Credit Risk

Deposits are exposed to custodial credit risk if they are not covered by depository insurance and the deposits are uncollateralized, collateralized with securities held by the pledging financial institution, or collateralized with securities held by the pledging financial institution’s trust department or agent but not in the Bond Fund’s name. The California Government Code and the Bond Fund’s investment policy do not contain legal or policy requirements that would limit the exposure to custodial credit risk for deposits, other than the following provision for deposits: The California Government Code requires that a financial institution secure deposits made by state or local governmental units by pledging securities in an undivided collateral pool held by a depository regulated under state law (unless so waived by the governmental unit). The market value of the pledged securities in the collateral pool must equal at least 110% of the total amount deposited by the public agencies. California law also allows financial institutions to secure deposits by pledging first trust deed mortgage notes having a value of 150% of the secured public deposits.

Investment securities are exposed to custodial credit risk if the securities are uninsured, are not registered in the name of the government, and are held by either the counterparty or the counterparty’s trust department or agent but not in the Bond Fund’s name.

At June 30, 2024, the Bond Fund was not exposed to custodial credit risk.

**San Ysidro School District**  
**Measure U Building Fund (21-33)**

Notes to the Financial Statements, Continued  
June 30, 2024

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c. Concentration of Credit Risk

This risk is the risk of loss attributed to the magnitude of a government's investment in a single issuer. The investment policy of the Bond Fund contains no limitations on the amount that can be invested in any one issuer beyond the amount stipulated by the California Government Code. Investments in any one issuer that represent five percent or more of the total investments are either an external investment pool and are therefore exempt. As such, the Bond Fund was not exposed to concentration of credit risk.

d. Interest Rate Risk

This is the risk that changes in interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value to changes in market interest rates. The Bond Fund maintains pooled investments with the San Diego County Treasury with a fair value of \$29,937,972. The average weighted maturity for this pool was 447 days at June 30, 2024.

e. Foreign Currency Risk

This is the risk that exchange rates will adversely affect the fair value of an investment. At year end, the Bond Fund was not exposed to foreign currency risk.

4. Investment Accounting Policy

The Bond Fund is required by GASB Statement No. 31 to disclose its policy for determining which investments, if any, are reported at amortized cost. The Bond Fund's general policy is to report money market investments and short-term participating interest-earning investment contracts at amortized cost and to report nonparticipating interest-earning investment contracts using a cost-based measure. However, if the fair value of an investment is significantly affected by the impairment of the credit standing of the issuer or by other factors, it is reported at fair value. All other investments are reported at fair value unless a legal contract exists which guarantees a higher value. The term "short-term" refers to investments which have a remaining term of one year or less at time of purchase. The term "nonparticipating" means that the investment's value does not vary with market interest rate changes. Nonnegotiable certificates of deposit are examples of nonparticipating interest-earning investment contracts.

The Bond Fund's investments in external investment pools are reported at an amount determined by the fair value per share of the pool's underlying portfolio, unless the pool is a 2a7-like, in which case they are reported at share value. A 2a7-like pool is one which is not registered with the Securities and Exchange Commission (SEC) as an investment company, but nevertheless has a policy that it will, and does, operate in a manner consistent with the SEC's Rule 2a7 of the Investment Company Act of 1940.

**E. Accounts Receivable**

As of June 30, 2024, there was no activity involving accounts receivable.

**F. Accounts Payable**

Accounts payable balances as of June 30, 2024, consisted of:

Vendor payables	\$ 188,835
Total Accounts Payable	<u>\$ 188,835</u>

**G. Interfund Balances and Activities**

As of June 30, 2024, there was interfund activities involving the Bond Fund Measure U.

<u>Interfund Receivable</u> <u>(Due From Other Funds)</u>	<u>Interfund Payable</u> <u>(Due To Other Funds)</u>	<u>Amount</u>	<u>Purpose</u>
General Fund	Building Fund	\$ 256	Reimburse expenditures
Building Fund	General Fund	<u>1,538,132</u>	Reimburse expenditures
	Total	<u>\$ 1,538,388</u>	

**H. Short Term Debt Activity**

The Bond Fund accounts for short-term debts for maintenance purposes through the General Fund. The proceeds from loans are shown in the financial statements as other financing sources. The Bond Fund did not issue any short-term debt during the fiscal year ended June 30, 2024.

# San Ysidro School District

## Measure U Building Fund (21-33)

Notes to the Financial Statements, Continued  
June 30, 2024

### I. General Obligation Bonds

The District's bonded debt consists of various issues of general obligation bonds that are generally callable with interest payable semiannually. Bond proceeds pay primarily for acquiring or constructing capital facilities. The District repays general obligation bonds from voter-approved property taxes.

In March 2020 registered voters authorized the issuance of \$55,500,000 principal amount of general obligation bonds. As of June 30, 2024, \$20,500,000 of the authorized remains available for issue.

General obligation bonds at June 30, 2024 consisted of the following:

	<u>Date of Issue</u>	<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Amount of Original Issue</u>	
2020 Measure U, Series A	09/03/20	2.140-4.00%	08/01/45	\$ 20,000,000	
2020 Measure U, Series B	08/01/23	4.00-5.00%	08/01/45	\$ 15,000,000	
Total General Obligation Bonds				<u>\$ 35,000,000</u>	

	<u>Beginning Balance</u>	<u>Increases</u>	<u>Decreases</u>	<u>Ending Balance</u>	<u>Amounts Due Within One Year</u>
2020 Election Series A					
Principal	\$ 16,805,000	\$ -	\$ 810,000	\$ 15,995,000	\$ 155,000
Premium	2,170,400	-	99,408	2,070,992	19,002
2020 Election Series A					
Principal	-	15,000,000	-	15,000,000	1,460,000
Premium	-	599,005	-	599,005	58,303
Total General Obligation Bonds	<u>\$ 18,975,400</u>	<u>\$ 15,599,005</u>	<u>\$ 909,408</u>	<u>\$ 33,664,997</u>	<u>\$ 1,692,305</u>

**San Ysidro School District**  
**Measure U Building Fund (21-33)**

Notes to the Financial Statements, Continued  
June 30, 2024

The annual requirements to amortize the bonds outstanding at June 30, 2024 are as follows:

Year Ended June 30,	Principal	Interest	Total
2025	1,615,000	1,287,300	2,902,300
2026	1,340,000	1,215,150	2,555,150
2027	225,000	1,178,100	1,403,100
2028	265,000	1,168,300	1,433,300
2029	305,000	1,163,000	1,468,000
2030-2034	2,250,000	5,549,600	7,799,600
2035-2039	6,500,000	4,726,275	11,226,275
2040-2044	12,045,000	2,634,525	14,679,525
2045-2049	6,450,000	263,200	6,713,200
Total	<u>\$ 30,995,000</u>	<u>\$ 19,185,450</u>	<u>\$ 50,180,450</u>

*Premium/Discount*

Bond premium arises when the market rate of interest is higher than the stated interest rate on the bond. Bond discount arises when the market rate of interest is lower than the stated interest rate on the bond. Generally Accepted Accounting Principles (GAP) require that the premium increase the face value of the bond and the discount decrease the face value of the bond. The premium and discount are then amortized over the life of the bond using the economic interest method.

Effective interest on general obligation bonds issued at a premium/discount are as follows:

	2020 Election Series A
Total Interest Payments	\$ 11,487,125
Less Bond Premium	<u>(2,454,509)</u>
Net Interest Payments	<u>9,032,616</u>
Par Amount of Bonds	20,000,000
Periods	25
Effective Interest Rate	1.81%

# San Ysidro School District

## Measure U Building Fund (21-33)

Notes to the Financial Statements, Continued  
June 30, 2024

### J. Commitments and Contingencies

#### 1. Litigation

The District is involved in various litigation arising from the normal course of business. In the opinion of management and legal counsel, the disposition of all litigation pending is not expected to have a material adverse effect on the overall financial position of the Bond Fund as of June 30, 2024.

#### 2. Construction Commitments

As of June 30, 2024, the Bond Fund had no outstanding construction commitments.

	Remaining Commitment	Expected Date of Completion*
Construction in Process:		
San Ysidro Middle School Modernization	\$ 39,766,000	December 2026
Safety and Security at Willow Elementary	2,804,254	March 2025
Total	<u>\$ 42,570,254</u>	

\*Expected date of completion is subject to change.

### K. Upcoming Accounting Guidance

The Governmental Accounting Standards Board (GASB) issues pronouncements and additional guidance for governmental agencies to establish consistent accounting across all governments in the United States. The following table represents items that have been issued by GASB that will become effective in future periods:

Description	Date Issued	Fiscal Year Effective
GASB Statement No. 99 <i>Omnibus 2022</i> (Portions related to financial guarantees and derivative instruments)	Apr-22	2024-25
GASB Statement No. 100 <i>Accounting Changes and Error Corrections (Amendment of GASB Statement No. 62)</i>	Jun-22	2024-25
GASB Statement No. 101 <i>Compensated Absences</i>	Jun-22	2024-25
GASB Statement No. 102 <i>Certain Risk Disclosures</i>	Dec-23	2024-25
GASB Statement No. 103 <i>Financial Reporting Model Improvements</i>	Apr-24	2025-26
GASB Statement No. 104 <i>Disclosure of Certain Capital Assets</i>	Sep-24	2025-26
GASB Implementation Guide No. 2023-1 <i>Implementation Guidance Update 2023</i>	Jun-23	2024-25

The effects of the upcoming guidance and pronouncements on the District's financial statements has not yet been determined.

## Other Independent Auditors' Reports



Independent Auditor's Report on Internal Control Over Financial Reporting and  
on Compliance and Other Matters Based on an Audit of Financial Statements  
Performed in Accordance with *Government Auditing Standards*

To the Citizens' Oversight Committee  
San Ysidro School District  
Measure U Building Fund (21-33)  
San Ysidro, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the San Ysidro School District Measure U Building Fund (Bond Fund), which comprise the Balance Sheet and Statement of Revenues, Expenditures, and Changes in Fund Balance as of and for the year ended June 30, 2024, and the related notes to the financial statements, which collectively comprise San Ysidro School District Measure U Building Fund's basic financial statements, and have issued our report thereon dated March 25, 2025.

**Internal Control over Financial Reporting**

In planning and performing our audit of the financial statements, we considered San Ysidro School District Measure U Building Fund's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of San Ysidro School District Measure U Building Fund's internal control. Accordingly, we do not express an opinion on the effectiveness of San Ysidro School District Measure U Building Fund's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been detected.

**Compliance and Other Matters**

As part of obtaining reasonable assurance about whether San Ysidro School District Measure U Building Fund's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

## Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Bond Fund's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Bond Fund's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



El Cajon, California  
March 25, 2025

## Independent Auditor's Report on Performance

To the Citizens' Oversight Committee  
San Ysidro School District  
Measure U Building Fund (21-33)  
San Ysidro, California

### Performance Results

We were engaged to conduct a performance audit of the San Ysidro School District Measure U Building Fund (Fund 21-33), herein after referred to as the Bond Fund, for the year ended June 30, 2024. Our audit was limited to the objectives listed with the report which includes the District's compliance with the performance requirements as referred to in Proposition 39 and outlined in Article XIII A, Section 1(b)(3)(C) of the California Constitution.

The results of our tests, delineated below, showed an instance of noncompliance with the requirements as set forth in Measure U, approved by voters on November 6, 2018 in accordance with Proposition 39 as outlined in Article XIII A, Section 1(b)(3)(c) of the California Constitution, as noted in the Schedule of Findings and Questioned Costs.

### Responsibilities of Management for Performance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the Bond Fund.

### Auditor's Responsibility for the Performance Audit

Our responsibility is to prepare a report that contains (1) the objectives, scope, and methodology of the audit; (2) the audit results, including findings, conclusions, and recommendations as appropriate; (3) summary reviews of responsible officials; and (4) if applicable, the nature of any confidential or sensitive information omitted.

We conducted this performance audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to performance audits contained in Government Auditing Standards, issued by the Comptroller General of the United States and the *Appendix A of the 2023-24 Guide for Annual Audits of K-12 Local Education Agencies* (the Audit Guide). Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our conclusions based on our audit objectives.

In planning and performing our performance audit, we obtained an understanding of the District's internal controls over the Bond Fund and related construction projects in order to determine if the internal controls were adequate to help ensure the District's compliance with the requirements of Proposition 39, but not for the purpose of expressing an opinion on the effectiveness of the Bond Fund's internal control. Accordingly, we do not express an opinion on the effectiveness of the Bond Fund's internal control.

We believe the audit evidence we have obtained is sufficient and appropriate to provide a reasonable basis for our findings and conclusions based upon the audit objectives.

Our audit was designed to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above have occurred, whether due to fraud or error, and to express the findings and conclusions based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, Government Auditing Standards, and the Audit Guide will always detect material noncompliance when it exists.

The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the District's compliance with the requirements of Measure U as a whole.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Audit Guide, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the District's compliance with the requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the District's internal control over the Bond Fund relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Audit Guide, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

### **Objectives, Scope, & Methodology of the Audit**

In connection with our performance audit, we performed an audit for compliance as required in the performance requirements set forth in Measure U as approved by registered voters for the fiscal year ended June 30, 2024. The objective of the audit of compliance applicable to the Bond Fund is to determine with reasonable assurance that:

- The proceeds from the sale of Measure U General Obligation Bonds were only used for the purposes set forth in the ballot Measure U and not for any other purpose, such as teacher and administrative salaries.
- The Governing Board of the Heber Elementary School District (District), in establishing approved projects set forth in the ballot measure to modernize, replace, renovate, construct, acquire, equip, furnish and otherwise improve facilities of the District as noted in the bond project list.

## **Performance Audit Procedures Performed & Results:**

### **1. Internal Control Evaluation**

#### Procedure Performed

Inquiries were made of management regarding internal controls to:

- Prevent fraud, waste, or abuse regarding project resources
- Prevent material misstatement in the project funds
- Ensure all expenditures are properly allocated
- Ensure adequate separation of duties exists in the accounting of project funds. All purchase requisitions are reviewed for proper supporting documentation. The Facilities Director or appropriate District employee submits back up information to the business office to initiate a purchase requisition. The Project Manager, Deputy Superintendent, and Accounting Manager verifies that the requested purchase is an allowable project cost in accordance with the grant agreement.

#### Results of Procedure Performed

The results of our audit determined the internal control procedures as designed are sufficient to meet the financial and compliance objectives required by generally accepted accounting principles and applicable laws and regulations.

#### Procedure Performed

Tests of controls were performed based on identified controls from procedures above, utilizing samples of expenditures with a sample size sufficient for a high level of assurance, to determine if internal controls as designed are properly implemented and in place over the Bond Fund expenditures.

#### Results of Procedure Performed

The results of our audit determined that the internal controls as designed were properly implemented during the 2023-24 fiscal year.

### **2. Tests of Expenditures**

#### Procedures Performed

We tested expenditures to determine whether Measure U proceeds were spent solely on voter and board approved school facilities projects as set forth in the Bond Project List and language of the Measure U ballot measure language. Our testing was performed using a sample size sufficient to meet a high level of assurance.

#### Results of Procedures Performed

Expenditures tested were found to be in compliance with the terms of the Measure U ballot Measure Us well as applicable state laws and regulations.

### **3. Tests of Contracts and Bid Procedures**

#### Procedures Performed

We tested expenditures under Measure U to determine if the expenditure was part of a valid contract, that the contract was properly approved by the District's Governing Board, and that the contract was established in compliance with Public Contract Code provisions, including bid procedures. Our testing was performed using a sample size sufficient to meet a high level of assurance.

#### Results of Procedures Performed

Expenditures tested were found to have valid contracts which were issued through proper approval of the District's Governing Board in compliance with Public Contract Code, including bid procedures.

### **4. Facilities Site Review**

#### Procedures Performed

We reviewed the Independent Citizens' Oversight Committee minutes and agendas along with other pertinent information on Measure U designated projects to determine whether the funds expended for the year ended June 30, 2024, were for valid facilities acquisition and construction purposes as stated in the Bond Project List. Additionally, we reviewed photographs of significant bond projects to determine whether projects were being completed as identified in the Bond Project List.

#### Results of Procedures Performed

Based on review of expenditure documentation, review of project photographs, and other pertinent information provided, it appears the construction work performed was consistent with the Bond Project List as well as the allowable projects as identified in Measure U ballot measures.

### **5. Review of Citizens' Oversight Committee Compliance**

#### Procedures Performed

We reviewed the minutes of the Citizens' Oversight Committee meetings to verify compliance with Education Code Section 15278 which requires the Citizens' Oversight Committee to:

- Actively review and report on the proper expenditure of taxpayers' money for school construction.
- Advise the public as to whether the District is in compliance with paragraph (3) of subdivision (b) of Section 1 of Article XIII A of the California Constitution.
- Ensure that bond revenues are expended only for purposes described in paragraph (3) of subdivision (b) of Section 1 of Article XIII A of the California Constitution.
- Ensure that no funds are used for any teacher or administrative salaries or other school operating expenses.

Additionally, Education Code Section 15278 authorizes the Citizens' Oversight Committee to:

- Receive and review copies of the annual, independent performance audit.
- Inspect school facilities and grounds to ensure that bond revenues are expended in compliance with the requirements described in paragraph (3) of subdivision (b) of Section 1 of Article XIII A of the California Constitution.
- Receive and review copies of any deferred maintenance proposals or plans developed by the District.
- Review efforts by the District to maximize bond revenues by implementing cost saving measures.

#### Results of Procedures Performed

The Citizens' Oversight Committee appears to have complied with the requirements of Education Code Section 15278.

#### Procedure Performed

We reviewed composition of the Citizens' Oversight Committee to verify compliance with Education Code Section 15282 which requires the following:

- The Citizens' Oversight Committee shall consist of at least seven members who shall serve for a minimum term of two years without compensation and for no more than three consecutive terms.
- One member shall be active in a business organization representing the business community located within the school district boundaries.
- One member shall be active in a senior citizens' organization.
- One member shall be active in a bona fide taxpayers' organization.
- One member shall be the parent or guardian of a child enrolled in the school district.
- One member shall be both a parent or guardian of a child enrolled in the school district and active in a parent-teacher organization.
- An employee or official of the school district shall not be appointed to the citizens' oversight committee.
- A vendor, contractor, or consultant of the school district shall not be appointed to the citizens' oversight committee.

#### Results of Procedures Performed

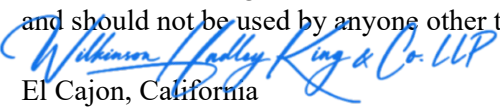
The Citizens' Oversight Committee did not comply with the requirements of Education Code Section 15282, stated in Finding 2024-001.

#### **Nature of any Confidential or Sensitive Information Omitted**

There was no confidential or sensitive information omitted from this report.

#### **Purpose of the Report**

This report is intended solely for the information and use of the District's Governing Board, the Measure U Citizens' Oversight Committee, management, and others within the District and is not intended to be and should not be used by anyone other than these specified parties.

  
El Cajon, California  
March 25, 2025

## Auditor's Results, Findings & Recommendations



San Ysidro School District  
Measure U Building Fund (21-33)  
Schedule of Auditor's Results  
Year Ended June 30, 2024

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FINANCIAL STATEMENTS

Type of auditor's report issued:	<u>Unmodified</u>		
Internal control over financial reporting:			
One or more material weakness(es) identified?	<u>          </u> Yes	<u>    X    </u> No	
One or more significant deficiencies identified that are not considered material weakness(es)?	<u>          </u> Yes	<u>    X    </u> No	
Noncompliance material to financial statements noted?	<u>          </u> Yes	<u>    X    </u> No	

PERFORMANCE AUDIT

Any audit findings disclosed that are reported as a result of performance audit and in accordance with <i>2023-24 Guide for Annual Audits of California K-12 Local Education Agencies, Appendix A Local Construction Bond Audits?</i>	<u>    X    </u> Yes	<u>          </u> No
Type of auditor's report issued on compliance for state programs:	<u>Unmodified</u>	

# San Ysidro School District

## Measure U Building Fund (21-33)

Schedule of Findings and Questioned Costs  
Year Ended June 30, 2024

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Findings represent significant deficiencies, material weaknesses, and/or instances of noncompliance related to the financial statements or performance audit that are required to be reported in accordance with *Government Auditing Standards*, or *Appendix A of the 2023-24 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*.

### Internal Control Findings

None

### Compliance Findings

As stated in our *Independent Auditor's Report on Performance*, our tests resulted in Finding 2024-001 related to the performance audit of the Measure U Building Fund for the year ended June 30, 2024.

#### Finding 2024-001

We are bringing to management's attention the following exceptions and procedural requirements relating to the composition of the Citizens' Bond Oversight Committee:

#### Criteria or Specific Requirement:

Proposition 39 Bond Law requires the Citizens Bond Oversight Committee to be comprised of at least seven members who meet the following criteria:

- One member must be active in a business organization within the District's boundaries that represents the business community as a whole
- One member must be active in a senior citizens association
- One member must be a parent/guardian of a child enrolled in the District
- One member must be a parent/guardian of a child enrolled in the District and is an active participant in the Parent Teachers Organization
- One member must be active in a bona fide taxpayer's organization

Proposition 39 Bond Law also requires the Citizens Bond Oversight Committee to have at least one annual meeting with quorum and to approve an annual report summarizing activity.

#### Condition:

During our review of the Citizens' Bond Oversight Committee member listing, we noted there was not a committee member that was active in a senior citizen association.

#### Questioned Costs:

The finding relates to an aspect of non-compliance and there is no associated questioned costs.

#### Cause:

The District has been unable to locate a member that is active in a senior citizens association willing to participate in the Citizens' Bond Oversight Committee.

**San Ysidro School District**  
**Measure U Building Fund (21-33)**  
Schedule of Findings and Questioned Costs  
Year Ended June 30, 2024

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Effect:

The District is out of compliance with Proposition 39 Bond Law and regulations.

Recommendation:

We recommend the District attempt to obtain the required number of members with required positions. Continue to advertise and attempt to recruit a community member that is active in a senior citizen association.

Corrective Action Plan:

The District is aware of and agrees with the finding. The District is actively searching for candidates through various local publications and conducting interviews for qualified individuals. The District will continue to pursue potential members fitting the criteria as established by Proposition 39 Bond Law.

**San Ysidro School District**  
**Measure U Building Fund (21-33)**

Schedule of Prior Year Audit Findings  
Year Ended June 30, 2024

Finding/Recommendation	Status	Explanation if Not Implemented
2023-001 Citizens' Bond Oversight Committee  In our review of the members of the Citizens' Bond Oversight Committee (COC), we noted that there were vacancies in required membership roles. The COC did not have an active member who represented a bona fide taxpayer's organization.  We recommend the District attempt to obtain the required members for their COC.	Not Implemented	See Current Year Finding

**SAN YSIDRO SCHOOL DISTRICT**  
**GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** May 22, 2025

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

**FROM:**  
Business Services ☐ Informational  
Marilyn Adrianzen, Chief Business Official ☒ Action

**AGENDA ITEM:** PUBLIC HEARING AND APPROVAL OF RESOLUTION NO. 24/25-0037  
AUTHORIZING REQUEST FOR WAIVER FROM THE STATE BOARD OF  
EDUCATION RELATIVE TO STATUTORY GENERAL OBLIGATION BOND DEBT  
LIMITATIONS AS PROVIDED BY SECTIONS 15102 AND 15334.5 OF THE  
EDUCATION CODE

**BACKGROUND INFORMATION:**

This resolution relates to the passage of Measure KK, Measure LL and Measure MM by the District’s voters on November 5, 2024 (the “Bond Election”), and the District’s anticipated issuance of Bonds under each such measure.

California Education Code Section 33050 (the “Waiver Law”) authorizes the governing board of a school district to request the State Board of Education (the “SBE”) to waive all or part of any statutory requirements of the Education Code, except those provisions which the Waiver Law exempts from the waiver.

In order to issue bonds under Measure KK, Measure LL, and Measure MM, the District will require a waiver of the statutory provision which limits the total amount of bonds that can be issued by the District to 1.25% of its current assessed valuation. In addition, the District will require a waiver of the statutory provision, which limits the total amount of bonds allocable to each of SFID No. 1 and SFID No. 2 to 1.25% of each SFID’s current assessed valuation. This Resolution would authorize the filing of a waiver request under the Waiver Law for such purposes. This Resolution would authorize District staff to complete all documentation and take any additional actions required by the SBE in order to facilitate the approval of the waiver request.

The District is required by the Waiver Law to hold a public hearing prior to the adoption of this Resolution. A public hearing regarding this waiver has been scheduled for May 22, 2025, at which members of the public may be heard. This Resolution will be considered by the board for adoption at the conclusion of the hearing. Notice of the public hearing was published in the San Diego Daily Transcript on May 6, 2025, pursuant to the Waiver Law.

**RECOMMENDATION:**

Conduct Public Hearing and Approve Resolution No. 24/25-0037.

**LCAP GOAL AND ACTION/SERVICE (please indicate):** Not applicable.

☐ Renewal    ☒ New    ☐ Amendment    ☐ Ratify    ☐ Other

Financial Implications?

☐ Yes    ☒ No

Are funds for this item available in the 2024-2025 Budget?

☐ Yes    ☐ No

Requisition #

N/A

(Amount)

N/A

(Name of funding source and/or location)

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

**RESOLUTION NO. 24/25-0037**

**RESOLUTION OF THE BOARD OF EDUCATION OF THE  
SAN YSIDRO SCHOOL DISTRICT AUTHORIZING REQUEST  
FOR WAIVER FROM THE STATE BOARD OF EDUCATION  
RELATIVE TO STATUTORY GENERAL OBLIGATION  
BOND DEBT LIMITATIONS AS PROVIDED BY SECTIONS  
15102 AND 15334.5 OF THE EDUCATION CODE**

**WHEREAS**, on June 20, 2024, the Board of Education of the San Ysidro School District (the “District”) adopted a resolution to form School Facilities Improvement District No. 1 of the San Ysidro School District (“SFID No. 1”) and a resolution to form School Facilities Improvement District No. 2 of the San Ysidro School District (“SFID No. 2”); and

**WHEREAS**, the issuance of \$12,900,000 of general obligations bonds of the District for SFID No. 1 was authorized by the voters of SFID No. 1 at an election held on November 5, 2024, at which the requisite 55% of the voters of the District voting on a proposition authorizing the issuance of such bonds (“Measure MM”), the proceeds of which are to be used to acquire, construct, repair and equip school facilities as described in Measure MM and as approved by such voters; and

**WHEREAS**, the issuance of \$66,500,000 of general obligations bonds of the District for SFID No. 2 was authorized by the voters of SFID No. 2 at an election held on November 5, 2024, at which the requisite 55% of the voters of the District voting on a proposition authorizing the issuance of such bonds (“Measure LL”), the proceeds of which are to be used to acquire, construct, repair and equip school facilities as described in Measure LL and as approved by such voters; and

**WHEREAS**, the issuance of \$68,500,000 of general obligations bonds of the District for SFID No. 2 was authorized by the voters of SFID No. 2 at an election held on November 5, 2024, at which the requisite 55% of the voters of the District voting on a proposition authorizing the issuance of such bonds (“Measure KK”), the proceeds of which are to be used to acquire, construct, repair and equip school facilities as described in Measure KK and as approved by such voters; and

**WHEREAS**, Section 15102 of the California Education Code (the “Education Code”) provides that a California school district, such as the District, with authorized general obligation bonds may only issue such bonds in an amount not to exceed 1.25% of the assessed value of property within the District; and

**WHEREAS**, Section 15334.5 of the Education Code provides that a school facilities improvement district, such as SFID No. 1 and SFID No. 2, with authorized general obligation bonds may only issue such bonds in an amount that would not cause the bonded indebtedness of the territory of the school facilities improvement district to exceed the limitation of indebtedness specified in Section 15102 (i.e., not to exceed 1.25% of the assessed value of property within the applicable school facilities improvement district); and

**WHEREAS**, in order to finance needed school facilities within the District, SFID No. 1 and SFID No. 2, the District desires to issue and sell general obligation bonds pursuant to Measure MM, Measure LL and Measure KK authorizations in an amount in excess of the limitation set forth in Section 15102 and 15334.5 of the Education Code; and

**WHEREAS**, Section 33050 of the Education Code allows the State Board of Education (“SBE”) to waive any provisions of the Education Code, following public hearing on the matter, except for those provisions therein specified as not being subject to a waiver; and

**WHEREAS**, the District desires to seek a waiver (the “Waiver”) of the provisions of Education Code Section 15102 and 15334.5, which are subject to waiver by the SBE, in order to issue bonds pursuant to Measure MM, Measure LL and Measure KK in excess of the assessed value limits in Education Code Section 15102 and 15334.5; and

**WHEREAS**, pursuant to SBE requirements for seeking the Waiver, the District has consulted with the exclusive representatives of employees, including the San Ysidro Education Association and the California School Employees Association, and invited their participation in the development of the Waiver prior to a public hearing on the matter; and

**WHEREAS**, the District has provided prior written notice of a public hearing to be held on May 22, 2025 regarding the Waiver and inviting public comment on the Waiver, and a public hearing on the Waiver was held on such date.

**NOW, THEREFORE, THE BOARD OF EDUCATION OF THE SAN YSIDRO SCHOOL DISTRICT DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:**

**Section 1.** That the foregoing recitals are true and correct and are hereby incorporated by this reference.

**Section 2.** That the District provided written notice in a newspaper of general circulation and on the District’s website and at the District office stating the time, place and date of the public hearing to be held on May 22, 2025, and the notice specifically invited public comment on the Waiver.

**Section 3.** That a public hearing was held on May 22, 2025 in compliance with all applicable laws at which time all comments from persons desiring to provide testimony concerning the Waiver were received by the Board and all information was duly considered.

**Section 4.** That the District has satisfied all applicable procedural requirements necessary to submit the Waiver to the SBE.

**Section 5.** That the District’s Superintendent and the District’s Chief Business Official, or a designee thereof, is directed to cause a request for the Waiver to be submitted to the California Department of Education for consideration by the SBE in regard to authorizing the District to exceed the statutory general obligation bond debt limitation set forth in Sections 15102 and 15334.5 of the Education Code such that bonds of Measure MM, Measure LL and Measure KK may be issued so long as the current bonded indebtedness of the District not exceed 2.91% of the assessed value of property within the District, the current bonded indebtedness allocable to SFID No. 1 not exceed 2.39% of the assessed value of property within SFID No. 1 and the current bonded indebtedness allocable to SFID No. 2 not exceed 3.01% of the assessed value of property within SFID No. 2. The waiver to exceed the limitation set forth in Sections 15102 and 15334.5 of the Education Code is expected to be needed through Fiscal Year 2039-40 for the entirety of the District, through Fiscal Year 2037-38 for SFID No. 1 and through Fiscal Year 2039-40 for SFID No. 2.

**Section 6.** That all actions heretofore taken by officers and consultants of the District with respect to the Waiver are hereby approved, confirmed and ratified, and the Superintendent, Chief Business Official, or designee(s) thereof are hereby authorized and directed to execute all documents and to take all actions necessary to cause or facilitate the submission, review and approval of the Waiver by the SBE.

**ADOPTED, SIGNED AND APPROVED** this 22nd day of May, 2025 by the Board of Education of the San Ysidro School District.

BOARD OF EDUCATION OF THE  
SAN YSIDRO SCHOOL DISTRICT

---

Zenaida Rosario, President

Attest:

---

Irene Lopez, Clerk



STATE OF CALIFORNIA                    )  
  )ss  
SAN DIEGO COUNTY                    )

I, Irene Lopez, do hereby certify that the foregoing is a true and correct copy of Resolution No. 24/25-0037, which was duly adopted by the Board of Education of the San Ysidro School District at meeting thereof held on the 22nd day of May, 2025, and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

By \_\_\_\_\_  
Irene Lopez, Clerk of the Board of Education  
of the San Ysidro School District

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board                      **BOARD MEETING DATE:** May 22, 2025

**VIA:** Gina A. Potter, Ed.D.              **FROM:**                                      ☐ Informational  
         Superintendent                      Business Services                              ☒ Action  
            Marilyn Adrianzen, Chief Business Official

**AGENDA ITEM:**        ANNUAL RESOLUTIONS FOR FISCAL YEAR 2025-2026

**BACKGROUND INFORMATION:**  
Pursuant to various sections of the Education Code, the Governing Board must pass a series of resolutions before the beginning of each fiscal year to maintain a current register of persons authorized to act on behalf of the school district. The resolutions below give the Superintendent and/or designees the signing authority necessary to conduct District business for fiscal year 2025-26 (July 1, 2025 to June 30, 2026).

Resolution No.	Description
25/26-0001	To receive mail and pick up warrants at the San Diego County Office of Education
25/26-0002	To sign payment orders
25/26-0003	To sign school orders (commercial warrants)
25/26-0004	To issue the replacement of warrants
25/26-0005	To sign bank account checks and school orders
25/26-0006	Delegation of Authority
25/26-0007	Designating authorized representatives and signatories with the State Allocation Board, Office of Public School Construction (OPSC)
25/26-0008	Establish interfund borrowing of Special or restricted fund moneys

**RECOMMENDATION:**  
Approve Resolutions Nos. 25/26-0001 through 25/26-0008 designating authorized agents to carry out District business for fiscal year 2025-2026.

**LCAP GOAL AND ACTION/SERVICE (please indicate):**

☐ Renewal    ☒ New    ☐ Amendment    ☐ Ratify    ☐ Other

Financial Implications?                      Are funds for this item available in the 2024-2025 Budget?                      Requisition #

☐ Yes    ☒ No

☐ Yes    ☐ No

N/A

N/A

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

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

**RESOLUTION 25-26-0001**  
**DESIGNATING AUTHORIZED AGENT TO RECEIVE MAIL AND PICK UP WARRANTS**  
**AT THE COUNTY OFFICE OF EDUCATION**

San Ysidro School District, San Diego County ON MOTION OF member \_\_\_\_\_,  
seconded by member \_\_\_\_\_ Effective: July 1, 2025 through June 30, 2026.

IT IS RESOLVED AND ORDERED that:

1. The authorized agent (***one person only***) to receive mail from the Accounting/Payroll Sections is  
Marilyn Adrianzen, Chief Business Official
2. The authorized person(s) or district(s) to pick up warrants from the County Office (other than the  
mail addressee) are:

Amber Sances

Araceli Felix

- |              | mail                     | <b>hold</b>                         | consortium               |   |
|--------------|--------------------------|-------------------------------------|--------------------------|---|
| 3. Check one | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Monthly payroll warrants each and every month.      |
| Check one    | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Daily/Hourly payroll warrants each and every month. |

IT IS FURTHER RESOLVED that, this motion shall stand and that all additions and deletions shall be  
submitted in writing to the San Diego County Office of Education.

PASSED AND ADOPTED by said Governing Board on May 22, 2025 by the following vote:  
(Date)

AYES: \_\_\_\_\_ MEMBERS

NOES: \_\_\_\_\_ MEMBERS

ABSENT: \_\_\_\_\_ MEMBERS

STATE OF CALIFORNIA )

COUNTY OF SAN DIEGO ) SS

I, Irene Lopez, Clerk of the Governing Board, do hereby certify that the foregoing is a full, true and correct  
copy of a resolution duly passed and adopted by said Board at a regularly called and conducted meeting  
held on said date.

\_\_\_\_\_  
Clerk of the Governing Board

Manual signature(s) of authorized person(s):

Marilyn Adrianzen

\_\_\_\_\_

Amber Sances

\_\_\_\_\_

Araceli Felix

\_\_\_\_\_

## DESIGNATING AUTHORIZED AGENT TO SIGN PAYMENT ORDERS

Page 3 of 11

**RESOLUTION 25/26-0003**

San Ysidro School District, San Diego County ON MOTION OF member \_\_\_\_\_,  
seconded by member \_\_\_\_\_ effective July 1, 2025 through June 30, 2026.

IT IS RESOLVED AND ORDERED that, pursuant to the provisions of Education Code Section, 425632 or 85232.

Dr. Gina A. Potter and Marilyn Adrianzen

be and are hereby authorized to sign any and all orders in the name of said District, drawn on the funds of said District.

IT IS FURTHER RESOLVED that this motion shall stand and that all additions and deletions shall be submitted in writing to the San Diego County Office of Education.

PASSED AND ADOPTED by said Governing Board on May 22, 2025 by the following vote:

AYES: \_\_\_\_\_ NOES: \_\_\_\_\_ ABSENT: \_\_\_\_\_

STATE OF CALIFORNIA )  
 ) SS  
COUNTY OF SAN DIEGO )

I, Irene Lopez, Clerk of the Governing Board, do hereby certify that the foregoing is a full, true and correct copy of a resolution duly passed and adopted by said Board at a regularly called and conducted meeting held on said date.

Clerk of the Governing Board

Manual signatures (s) of authorized person(s)

Gina A. Potter, Ed.D., Superintendent

Marilyn Adrianzen, Chief Business Official

**SAN YSIDRO SCHOOL DISTRICT**

**RESOLUTION 25/26-0004**

**AUTHORIZING AGENTS TO ISSUE THE REPLACEMENT OF WARRANTS**

On a motion of Member \_\_\_\_\_, seconded by Member \_\_\_\_\_  
the following Resolution is adopted effective July 1, 2025 through June 30, 2026:

**WHEREAS**, during the course of business, this School District issues payroll and commercial warrants for the payments of goods and services received by the District; and

**WHEREAS**, payroll and commercial warrants are lost, stolen, mutilated, or expire upon occasion; and

**WHEREAS**, a petition for issuance of a new warrant may be presented by the payee pursuant to Government Code section 29802.

**NOW, THEREFORE BE IT RESOLVED** by the Governing Board of the San Ysidro School District of San Diego County, California, that the following persons shall be authorized to reissue new payroll and commercial warrants upon presentation of a properly completed petition for issuance of a new warrant if such new warrant does not exceed the amount of the original warrant.

Manual Signature

Gina A. Potter, Ed.D., Superintendent

\_\_\_\_\_

Marilyn Adrianzen, Chief Business Official

\_\_\_\_\_

PASSED AND ADOPTED by said Governing Board on May 22, 2025:

AYES: \_\_\_\_\_ NOES: \_\_\_\_\_ ABSENT: \_\_\_\_\_

I, Irene Lopez, Clerk of the Governing Board, do hereby certify that the foregoing is a full, true, and correct copy of a resolution adopted by the Governing Board at a regularly called and conducted meeting held on said date.

\_\_\_\_\_  
Clerk of the Governing Board

**SAN YSIDRO SCHOOL DISTRICT  
RESOLUTION NO. 25/26-0005**

**DESIGNATING AUTHORIZED AGENTS TO SIGN  
BANK ACCOUNT CHECKS AND SCHOOL ORDERS**

ON MOTION of Member \_\_\_\_\_ seconded by Member \_\_\_\_\_, the following resolution is adopted effective July 1, 2025 through June 30, 2026.

THE GOVERNING BOARD OF THE SAN YSIDRO SCHOOL DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

1. Authorized signers on established school district bank accounts shall be as follows:
  - a. **Cash Clearing Account:** established with an initial balance of \$1,000 to deposit funds awaiting transfer to County Treasury.
    - i. Gina A. Potter, Ed.D., Superintendent
    - ii. Marilyn Adrianzen, Chief Business Official
  - b. **Purchase Card Account:** established with an initial balance of \$40,000 for payment of obligations resulting from purchase of low-cost goods and services at the District level.
    - i. Gina A. Potter, Ed.D., Superintendent
    - ii. Marilyn Adrianzen, Chief Business Official
    - iii. Miguel Ortega, Senior Executive Secretary to the Superintendent and Governing Board
    - iv. Cristina Inzunza, Communications Specialist
  - c. **District Revolving Cash Fund Account:** was established with an initial balance of \$50,000. Due to the increase in the need for payment obligations resulting from purchases of low-cost goods and services and other payment responsibilities at the District level, effective July 1, 2023, the Revolving Cash Fund Account was increased to \$100,000.
    - i. Gina A. Potter, Ed.D., Superintendent
    - ii. Marilyn Adrianzen, Chief Business Official
  - d. **Associated Student Body (ASB) Account:** Established for deposit of funds collected by, and payment of obligations incurred by, the Associated Student Body at San Ysidro School District schools.
    - i. Gina A. Potter, Ed.D., Superintendent
    - ii. Marilyn Adrianzen, Chief Business Official
    - iii. Mairén Ruiz, Principal, San Ysidro Middle School
    - iv. Irene Herrera-Cevallos, Principal, Vista Del Mar School
  - e. **Debit Card Account for ASB Accounts:** Established for payment of obligations resulting from purchase of low-cost goods based on the available funds of each individual ASB Account for San Ysidro Middle School and Vista Del Mar Middle School. (Effective October 2023)
    - i. Marilyn Adrianzen, Chief Business Official

- f. **Camp Account**: Established for deposit of funds collected for, and payment of obligations incurred for, sending 6<sup>th</sup> grade students to Camp.
- i. Gina A. Potter, Ed.D., Superintendent
  - ii. Marilyn Adrianzen, Chief Business Official

2. Pursuant to the provisions of Education Code 42632, the following persons are hereby authorized to sign all orders (“Commercial Warrants”) in the name of the San Ysidro School District, drawn on the funds of said district.

Name	Position	Manual Signature
Gina A. Potter, Ed.D.	Superintendent	
Marilyn Adrianzen	Chief Business Official	

**PASSED AND ADOPTED** by the Governing Board on this 22nd day of May 2025 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA            )  
  ) SS  
COUNTY OF SAN DIEGO        )

I, Irene Lopez, Clerk of the Governing Board of the San Ysidro School District, do hereby certify that the foregoing is a full, true, and correct copy of a resolution passed and adopted by the Governing Board at a regularly scheduled and conducted meeting held on said date.

WITNESS my hand:

---

Clerk of the Governing Board



## **SAN YSIDRO SCHOOL DISTRICT**

### **Resolution No. 25/26-0006 Delegation of Authority**

Effective July 1, 2025 to June 30, 2026

WHEREAS, Education Code Section 17604 provides that wherever in the code the power to contract is invested in the governing board of the school district or any member thereof, such power may by a majority vote of the board be delegated to its district superintendent, or to such persons as the superintendent may designate; and

WHEREAS, Education Code Section 17604 further provides that no contract made pursuant to such delegation and authorization shall be valid or constitute an enforceable obligation against the district unless and until the same shall have been approved or ratified by the governing board, said approval or ratification to be evidenced by a motion of said board duly passed and adopted;

WHEREAS, any delegation of authority by the Board under section 17604 and section 17605 may establish limits on the dollar value and designate appropriate staff who are authorized to exercise such authority; and

WHEREAS, the Board desires to delegate such contract and signing authority to the District Superintendent and the Chief Business Official for contracts of less than \$30,000, respectively; and

WHEREAS, in accordance with Education Code section 17605, this delegation of authority shall also be limited to the statutory threshold set forth in Public Contract Code section 20111, of \$15,000, for the award of any contract for public project, as defined in Public Contract Code section 22002(c), pursuant to this delegation of authority.

WHEREAS, the Board desires to authorize the Superintendent and the Chief Business Official to approve and execute change orders to public project contracts up to \$15,000 or 10% of the original contract price, whichever is greater.

NOW, THEREFORE BE IT RESOLVED AND DETERMINED that pursuant to Education Code Section 17604 the power to contract on behalf of the Governing Board of the San Ysidro School District of San Diego County, California, is hereby delegated to the Superintendent and the Chief Business Official during the 2025-26 fiscal year, in the maximum amounts of \$15,000 for public project contracts and \$30,000 for all other contracts, respectively; provided that no contract made pursuant to such delegation and authorization shall be valid or constitute an enforceable obligation against the District unless and until same shall have been approved or ratified by the Governing Board, said approval or ratification to be evidenced by a motion duly passed and adopted.

BE IT FURTHER RESOLVED that the Governing Board hereby delegates the authority to the Superintendent, or such person as the Superintendent may designate to (i) call for bids, including placing advertisements as required pursuant to the Public Contract Code; (ii) reject all bids if rejection is determined by District staff to be in the best interests of the District; (iii) recall and re-advertise for bids; and (iv) take such other action as may be reasonably necessary to accomplish those tasks delegated pursuant to this Section.

IN ADDITION, the Governing Board hereby delegates the authority to the Superintendent and the Chief Business Official to approve and execute change orders to public project contracts up to \$15,000 or 10% of the original contract price, whichever is greater.

CAVEATS: All transactions entered into by the officer or employee shall be reviewed by the Governing Board every 60 days (Ref. Education Code Section 17605). In the event of malfeasance in office, the school district official invested by the Governing Board with the power of contract shall be

personally liable to the school district employing him or her for any and all moneys of the District paid out as a result of the malfeasance.

PASSED AND ADOPTED by the Governing Board of the San Ysidro School District at San Ysidro, California, on this 22nd day of May 2025, by the following vote:

AYES:

NAYS:

ABSTAINED:

ABSENT:

STATE OF CALIFORNIA    ) SS  
COUNTY OF SAN DIEGO    )

I, Irene Lopez, Clerk of the Governing Board of the San Ysidro School District, do hereby certify that the foregoing is a full, true and correct copy of a resolution adopted by said Board at a regular meeting thereof at the time and place of vote stated, which resolution is on file and of record in the office of said Board.

Date: \_\_\_\_\_

\_\_\_\_\_  
Clerk of the Governing Board

**San Ysidro School District  
Resolution No. 25/26-0007**

**DESIGNATING AUTHORIZED DISTRICT REPRESENTATIVES AND SIGNATORIES WITH  
THE STATE ALLOCATION BOARD, OFFICE OF PUBLIC SCHOOL CONSTRUCTION**

San Ysidro School District, San Diego County ON MOTION OF Member \_\_\_\_\_,  
seconded by Member \_\_\_\_\_, effective July 1, 2025 to June 30, 2026.

**IT IS RESOLVED AND ORDERED** that, pursuant to the provisions commencing with Education Code  
Section 17070.10, et seq.,

Superintendent and Chief Business Official

are hereby authorized to sign all documents and act on behalf of the District with the State Allocation  
Board Office of Public School Construction.

**IT IS FURTHER RESOLVED** that this motion shall stand and that all additions and deletions shall be  
submitted in writing to the State Allocation Board Office of Public School Construction.

**PASSED AND ADOPTED** by the Governing Board of San Ysidro School District on this 15th day of  
May, 2025, by the following vote:

AYES:                      NOES:                      ABSTAIN:                      ABSENT:

STATE OF CALIFORNIA    )  
  ) SS  
COUNTY OF SAN DIEGO   )

I, Irene Lopez, Clerk to the Governing Board of San Ysidro School District of San Diego County, California,  
do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly adopted by said  
Board at a regular meeting thereof on the date and by the vote above stated, which resolution is on file and  
of record in the office of said Board.

Date: May 22, 2025

\_\_\_\_\_  
Clerk to the Governing Board

Authorized person(s):

Manual Signature(s) of authorized person(s):

Gina A. Potter, Ed.D., Superintendent

\_\_\_\_\_

Marilyn Adrianzen, Chief Business Official

\_\_\_\_\_

**SAN YSIDRO SCHOOL DISTRICT  
RESOLUTION NO. 25/26-0008**

**RESOLUTION TO ESTABLISH TEMPORARY INTERFUND BORROWING  
OF SPECIAL OR RESTRICTED FUND MONEYS**

**ON MOTION** of Member \_\_\_\_\_, seconded by Member \_\_\_\_\_, the following resolution is hereby adopted effective July 1, 2025 through June 30, 2026:

**WHEREAS**, the Governing Board of any school district may direct that moneys held in any fund or account may be temporarily transferred to another fund or account of the district for payment of obligations as authorized by Education Code section 42603, and

**WHEREAS**, the transfer shall be accounted for as temporary borrowing between funds or accounts and shall not be available for appropriation or be considered income to the borrowing fund or account, and

**WHEREAS**, amounts transferred shall be repaid either in the same fiscal year, or in the following fiscal year if the transfer takes place within the final 120 calendar days of a fiscal year,

**THEREFORE, BE IT RESOLVED** that the Governing Board of the San Ysidro School District, in accordance with the provisions of Education Code section 42603 adopts this Resolution and authorizes to temporarily transfer funds between the following funds provided that all transfers are approved by the Superintendent or designee:

- |                          |  |
|--------------------------|--|
| • General Fund           | • Cafeteria Fund   |
| • Child Development Fund | • Capital Facilities Fund (Developer Fees)                   |
| • Building Fund          | • Capital Projects Fund for Blended<br>Component Units (CFD) |

**PASSED AND ADOPTED** by the Governing Board on May 22, 2025, by the following vote:

AYES:

NOES:

ABSENT:

STATE OF CALIFORNIA   )  
  ) SS  
COUNTY OF SAN DIEGO   )

I, Irene Lopez, Clerk of the Governing Board, do hereby certify that the foregoing is a full, true, and correct copy of a resolution passed and adopted by the Board at a regularly called and conducted meeting held on said date.

WITNESSED my hand this 22nd day of May, 2025.

\_\_\_\_\_  
Clerk of the Governing Board

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** May 22, 2025

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

**FROM:**  
Business Services  
Marilyn Adrianzen, Chief Business Official

☐ Informational  
☒ Action

**AGENDA ITEM:** RESOLUTION NO. 24/25-0039 TO ESTABLISH A BUILDING FUND –  
PROP 39 (21-34) AND A DEBT SERVICE FUND FOR GENERAL  
OBLIGATION BOND, MEASURE KK (SFID NO. 2)

**BACKGROUND INFORMATION:**

The voters of the San Ysidro School District community passed a general obligation bond measure pursuant to Chapter 1.5, Education Code sections 15264-15288, to provide monies to finance the construction of school facilities in accordance with applicable public contract codes. The general obligation bonds will be sold by the District's bond underwriter, as set forth in the California Education Code 15100.

School districts are authorized by Education Code section 15146 to establish a restricted fund known as the Building Fund. In addition, pursuant to California Code 15100, a Debt Service Fund must also be established after issuing and selling the bonds. The San Ysidro School District shall establish two new restricted funds with the San Diego County Auditor named Building Fund - Prop 39 for the purpose of receiving, holding, investing, and disbursing funds for the construction project; and a Debt Service Fund for receiving levied taxes with which bond payments will be made.

**RECOMMENDATION:**

Approve and Adopt Resolution No. 24/25-0039 to Establish a Building Fund-Proposition 39 (21-34) and a Debt Service Fund.

**2LCAP GOAL AND ACTION/SERVICE (please indicate):**

N/A

☐ Renewal    ☒ New    ☐ Amendment    ☐ Ratify    ☐ Other

Financial Implications?

Are funds for this item available in the 2024-2025 Budget?

Requisition #

☐ Yes    ☒ No

☐ Yes    ☐ No

N/A

(Amount)

N/A

(Name of funding source and/or location)

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

San Ysidro School District

**Resolution Number 24/25-0039**

Resolution to Establish a Building Fund-Proposition 39 (21-34)  
And a Debt Service Fund

On motion of Member \_\_\_\_\_, Seconded by Member \_\_\_\_\_, the following resolution is adopted:

WHEREAS, the San Ysidro School District, County of San Diego, State of California (District) is duly authorized and existing under the law of said state; and

WHEREAS, the voters of the San Ysidro School District community passed a general obligation bond measure pursuant to Chapter 1.5, Education Code sections 15264-15288, to provide monies to finance the construction of school facilities in accordance with applicable public contract codes. The general obligation bonds will be sold by the District's bond underwriter, as set forth in the California Education Code 15100; and

WHEREAS, school districts are authorized by Education Code section 15146 to establish a restricted fund known as the Building Fund. In addition, pursuant to California Code 15100, a Debt Service Fund must also be established after issuing and selling the bonds.

THEREFORE, BE IT RESOLVED, that the San Ysidro School District shall establish two new restricted funds with the San Diego County Auditor named Building Fund - Prop 39 for the purpose of receiving, holding, investing, and disbursing funds for the construction project; and a Debt Service Fund for receiving levied taxes with which bond payments will be made.

PASSED AND ADOPTED by the Governing Board on May 22, 2025 by the following vote:

AYES:

NOES:

ABSENT:

STATE OF CALIFORNIA    )  
                                      )SS  
COUNTY OF SAN DIEGO    )

I, Irene Lopez, Clerk of the Governing Board, do hereby certify that the foregoing is a full, true and correct copy of a resolution duly passed and adopted by said Board at a regularly called and conducted meeting held on said date.

\_\_\_\_\_  
Clerk of the Governing Board

# SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

**TO:** Governing Board

**BOARD MEETING DATE:** May 22, 2025

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

**FROM:**  
Business Services  
Marilyn Adrianzen, Chief Business Official

☐ Informational  
☒ Action

**AGENDA ITEM:** RESOLUTION NO. 24/25-0040 TO ESTABLISH A BUILDING FUND –  
PROP 39 (21-37) AND A DEBT SERVICE FUND FOR GENERAL  
OBLIGATION BOND, MEASURE LL (SFID NO. 2)

---

## BACKGROUND INFORMATION:

The voters of the San Ysidro School District community passed a general obligation bond measure pursuant to Chapter 1.5, Education Code sections 15264-15288, to provide monies to finance the construction of school facilities in accordance with applicable public contract codes. The general obligation bonds will be sold by the District's bond underwriter, as set forth in the California Education Code 15100.

School districts are authorized by Education Code section 15146 to establish a restricted fund known as the Building Fund. In addition, pursuant to California Code 15100, a Debt Service Fund must also be established after issuing and selling the bonds. The San Ysidro School District shall establish two new restricted funds with the San Diego County Auditor named Building Fund - Prop 39 for the purpose of receiving, holding, investing, and disbursing funds for the construction project; and a Debt Service Fund for receiving levied taxes with which bond payments will be made.

## RECOMMENDATION:

Approve and Adopt Resolution No. 24/25-0040 to Establish a Building Fund-Proposition 39 (21-37) and a Debt Service Fund.

---

## 2LCAP GOAL AND ACTION/SERVICE (please indicate):

N/A

---

☐ Renewal ☒ New ☐ Amendment ☐ Ratify ☐ Other

Financial Implications?

Are funds for this item available in the 2024-2025 Budget?

Requisition #

☐ Yes ☒ No

☐ Yes ☐ No

N/A

(Amount)

N/A

(Name of funding source and/or location)

---

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

13.10  
Page 1 of 2

San Ysidro School District

**Resolution Number 24/25-0040**

**Resolution to Establish a Building Fund-Proposition 39 (21-37)  
And a Debt Service Fund**

On motion of Member \_\_\_\_\_, Seconded by Member \_\_\_\_\_, the following resolution is adopted:

WHEREAS, the San Ysidro School District, County of San Diego, State of California (District) is duly authorized and existing under the law of said state; and

WHEREAS, the voters of the San Ysidro School District community passed a general obligation bond measure pursuant to Chapter 1.5, Education Code sections 15264-15288, to provide monies to finance the construction of school facilities in accordance with applicable public contract codes. The general obligation bonds will be sold by the District's bond underwriter, as set forth in the California Education Code 15100; and

WHEREAS, school districts are authorized by Education Code section 15146 to establish a restricted fund known as the Building Fund. In addition, pursuant to California Code 15100, a Debt Service Fund must also be established after issuing and selling the bonds.

THEREFORE, BE IT RESOLVED, that the San Ysidro School District shall establish two new restricted funds with the San Diego County Auditor named Building Fund - Prop 39 for the purpose of receiving, holding, investing, and disbursing funds for the construction project; and a Debt Service Fund for receiving levied taxes with which bond payments will be made.

PASSED AND ADOPTED by the Governing Board on May 22, 2025 by the following vote:

AYES:

NOES:

ABSENT:

STATE OF CALIFORNIA    )  
                                  )SS  
COUNTY OF SAN DIEGO    )

I, Irene Lopez, Clerk of the Governing Board, do hereby certify that the foregoing is a full, true and correct copy of a resolution duly passed and adopted by said Board at a regularly called and conducted meeting held on said date.

\_\_\_\_\_  
Clerk of the Governing Board



**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** May 22, 2025

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

**FROM:**  
Business Services  
Marilyn Adrianzen, Chief Business Official

☐ Informational  
☒ Action

**AGENDA ITEM:** RESOLUTION NO. 24/25-0041 TO ESTABLISH A BUILDING FUND –  
PROP 39 (21-38) AND A DEBT SERVICE FUND FOR GENERAL  
OBLIGATION BOND, MEASURE MM (SFID NO. 1)

---

**BACKGROUND INFORMATION:**

The voters of the San Ysidro School District community passed a general obligation bond measure pursuant to Chapter 1.5, Education Code sections 15264-15288, to provide monies to finance the construction of school facilities in accordance with applicable public contract codes. The general obligation bonds will be sold by the District's bond underwriter, as set forth in the California Education Code 15100.

School districts are authorized by Education Code section 15146 to establish a restricted fund known as the Building Fund. In addition, pursuant to California Code 15100, a Debt Service Fund must also be established after issuing and selling the bonds. The San Ysidro School District shall establish two new restricted funds with the San Diego County Auditor named Building Fund - Prop 39 for the purpose of receiving, holding, investing, and disbursing funds for the construction project; and a Debt Service Fund for receiving levied taxes with which bond payments will be made.

**RECOMMENDATION:**

Approve and Adopt Resolution No. 24/25-0041 to Establish a Building Fund-Proposition 39 (21-38) and a Debt Service Fund.

---

**2LCAP GOAL AND ACTION/SERVICE (please indicate):**

N/A

---

☐ Renewal    ☒ New    ☐ Amendment    ☐ Ratify    ☐ Other

Financial Implications?

Are funds for this item available in the 2024-2025 Budget?

Requisition #

☐ Yes    ☒ No

☐ Yes    ☐ No

N/A

(Amount)

N/A

(Name of funding source and/or location)

---

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

13.11

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San Ysidro School District

**Resolution Number 24/25-0041**

Resolution to Establish a Building Fund-Proposition 39 (21-38)  
And a Debt Service Fund

On motion of Member \_\_\_\_\_, Seconded by Member \_\_\_\_\_, the following resolution is adopted:

WHEREAS, the San Ysidro School District, County of San Diego, State of California (District) is duly authorized and existing under the law of said state; and

WHEREAS, the voters of the San Ysidro School District community passed a general obligation bond measure pursuant to Chapter 1.5, Education Code sections 15264-15288, to provide monies to finance the construction of school facilities in accordance with applicable public contract codes. The general obligation bonds will be sold by the District's bond underwriter, as set forth in the California Education Code 15100; and

WHEREAS, school districts are authorized by Education Code section 15146 to establish a restricted fund known as the Building Fund. In addition, pursuant to California Code 15100, a Debt Service Fund must also be established after issuing and selling the bonds.

THEREFORE, BE IT RESOLVED, that the San Ysidro School District shall establish two new restricted funds with the San Diego County Auditor named Building Fund - Prop 39 for the purpose of receiving, holding, investing, and disbursing funds for the construction project; and a Debt Service Fund for receiving levied taxes with which bond payments will be made.

PASSED AND ADOPTED by the Governing Board on May 22, 2025 by the following vote:

AYES:

NOES:

ABSENT:

STATE OF CALIFORNIA    )  
                                      )SS  
COUNTY OF SAN DIEGO    )

I, Irene Lopez, Clerk of the Governing Board, do hereby certify that the foregoing is a full, true and correct copy of a resolution duly passed and adopted by said Board at a regularly called and conducted meeting held on said date.

\_\_\_\_\_  
Clerk of the Governing Board

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

<b>TO:</b> Governing Board	<b>BOARD MEETING DATE:</b> May 22, 2025	
<b>VIA:</b> Gina A. Potter, Ed.D. Superintendent	<b>FROM:</b> Business Services Marilyn Adrianzen, Chief Business Official	<input type="checkbox"/> Informational <input checked="" type="checkbox"/> Action

**AGENDA ITEM:** CONSOLIDATED APPLICATION FOR 2025-2026 FUNDING

---

**BACKGROUND INFORMATION:**  
The Consolidated Application (ConApp) is used by the California Department of Education (CDE) to distribute categorical funds from various federal programs to county offices, school districts, and direct funded charter schools throughout California.

The Consolidated Application (ConApp) for Funding Categorical Aid Programs collects information related to local educational agencies (LEAs) intention to participate in 2025-26 consolidated application programs for Title I, II, III and IV, legal assurances of compliance as required by state and federal statute, and other required program participation information.

**RECOMMENDATION:**  
Approve the submission of the 2025-26 Consolidated Application for categorical funding of Title I, II, III and IV.

---

**LCAP GOAL AND ACTION/SERVICE (please indicate):**

---

<input type="checkbox"/> <b>Renewal</b> <input checked="" type="checkbox"/> <b>New</b> <input type="checkbox"/> <b>Amendment</b> <input type="checkbox"/> <b>Ratify</b> <input type="checkbox"/> <b>Other</b>		
Financial Implications?	Are funds for this item available in the 2025-2026 Budget?	Requisition #
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>
<div style="border: 1px solid black; padding: 5px; text-align: center;">N/A <small>(Amount)</small></div>	<div style="border: 1px solid black; padding: 5px; text-align: center;">N/A <small>(Name of funding source and/or location)</small></div>	

---

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

## CONSOLIDATED APPLICATION AND REPORTING SYSTEM (CARS)

San Ysidro Elementary (37 68379 0000000)

- Home
- Data Entry Forms
- Certification Preview
- Certify Data
- Reports
- Contacts
- FAQs

[Data Entry Instructions](#)

# 2025–26 Application for Funding

Required fields are denoted with an asterisk (\*).

## Local Governing Board Approval

The local educational agency (LEA) is required to review and receive approval of their Application for Funding selections with their local governing board.

By checking this box the LEA certifies that ☐  
the Local Board has approved the  
Application for Funding for the listed fiscal  
year:

## District English Learner Advisory Committee Review

Per Title 5 of the California Code of Regulations Section 11308, if your LEA has more than 50 English learners, then the LEA must establish a District English Learner Advisory Committee (DELAC) which shall review and advise on the development of the application for funding programs that serve English learners.

By checking this box the LEA certifies that ☒  
parent input has been received from the  
District English Learner Committee (if  
applicable) regarding the spending of Title  
III funds for the listed fiscal year:

## Application for Categorical Programs

To receive specific categorical funds for a school year, the LEA must apply for the funds by selecting Yes below. Only the categorical funds that the LEA is eligible to receive are displayed.

\* **Title I, Part A (Basic Grant):** ☐ No ☒ Yes  
ESSA Sec. 1111 et seq.  
SACS 3010

\* **Title II, Part A (Supporting Effective Instruction):** ☐ No ☒ Yes  
ESEA Sec. 2104  
SACS 4035

\* **Title III English Learner:** ☐ No ☒ Yes  
ESEA Sec. 3102  
SACS 4203

\* **Title III Immigrant:** ☐ No ☒ Yes  
ESEA Sec. 3102  
SACS 4201

\* **Title IV, Part A (Student and School Support):** ☐ No ☒ Yes  
ESSA Sec. 4101  
SACS 4127

Save

Return to List

# SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

**TO:** Governing Board

**BOARD MEETING DATE:** May 22, 2025

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

**FROM:**  
Special Education Department  
Oscar Madera, Director

☐ Informational  
☒ Action

**AGENDA ITEM:** PUBLIC HEARING FOR EXTENDED SCHOOL YEAR 2025 WAIVER

---

## BACKGROUND INFORMATION:

Ed Code or CCR to Waive: 3043 Extended School Year (ESY) services shall be provided for each individual with exceptional needs who has unique needs and requires special education and related services in excess of the regular academic year. Such individuals shall have disabilities which are likely to continue indefinitely or for a prolonged period, and interruption of the pupil's educational programming may cause regression, when coupled with limited recoupment capacity, rendering it impossible, or unlikely that the pupil will attain the level of self-sufficiency and independence that would otherwise be expected in view of his or her disability condition. The lack of clear evidence of such factors may not be used to deny an individual an Extended School Year program if the Individualized Education Program (IEP) team determines the need for such a program and includes ESY in the IEP pursuant to subsection (f).

The Special Education Department recommends that the Governing Board approves the request to provide ESY services for fewer than 20 days with the condition that 60 instructional hours or more be provided to the preschool program, and 80 instructional hours or more be provided to the TK-Adult program. A minimum of 76 hours of instruction may be provided to TK-Adult if a holiday is included. In addition, special education and related services offered during the extended year period must be comparable in standards, scope, and quality to the special education program offered during the regular academic year as required by *California Code of Regulations*, Title 5, (5 CCR), Section 3043(d).

## RECOMMENDATION:

Open/Close Public Hearing regarding the Extended School Year (ESY) for the 2024-2025 school year.

---

## LCAP GOAL AND ACTION/SERVICE:

Goal 1, Item 1.20: Implement Intersession Program for an expanded learning opportunity to provide enrichment programs to improve student achievement and close the achievement gap for unduplicated students and students with disabilities.

☐ Renewal    ☒ New    ☐ Amendment    ☐ Ratify    ☐ Other

Financial Implications?

Are funds for this item available in the 2024-2025 Budget?

Requisition #

☐ Yes    ☒ No

☐ Yes    ☐ No

N/A

(Amount)

N/A

(Name of funding source and/or location)

---

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

13.13 - 13.14

Page 1 of 2



Please Post

May 19, 2025

### NOTICE OF PUBLIC HEARING

In compliance with Education Code, Section 33050(a), the Governing Board of Education of the San Ysidro School District invites you to attend a public hearing to discuss the proposal and purpose of the Extended School Year (ESY) waiver to CCR, Title 5, Section 3043(d) which requires a minimum of 20 days for extended school year programs for students with disabilities. The District's ESY waiver seeks approval to provide an ESY program that consists of 15 days of instruction for 3 hours per day for preschoolers and 5.75 hours per day for TK-8<sup>th</sup> versus the traditional schedule of 20 days of instruction for four hours per day for TK-8<sup>th</sup>. The District's waiver, if approved by the State, will result in an ESY program that provides more instructional time for students than a traditional ESY model.

Said hearing will take place on:

DATE: May 22, 2025

TIME: 6:00 pm

PLACE: San Ysidro Middle School-MPR  
4345 Otay Mesa Road  
San Ysidro, California 92173

Favor de publicar

19 de mayo del 2025

### AVISO DE AUDIENCIA PÚBLICA

En cumplimiento con el Código de Educación, Sección 33050(a), la Mesa Directiva del Distrito Escolar de San Ysidro lo invita a asistir a una audiencia pública para discutir la propuesta y el propósito de la solicitud de exención del programa de Año Escolar Extendido (ESY, por sus siglas en inglés) respecto al Título 5 del Código de Reglamentos de California (CCR), Sección 3043(d), el cual requiere un mínimo de 20 días para los programas de ESY para estudiantes con discapacidades. La solicitud de exención del distrito busca la aprobación para ofrecer un programa de ESY que consista en 15 días de instrucción, con una duración de 3 horas por día para los estudiantes de preescolar y 5.75 horas por día para los estudiantes de TK (Transitional Kindergarten) a 8.º grado, en lugar del horario tradicional de 20 días de instrucción con 4 horas diarias para los estudiantes de TK a 8.º grado. Si el Estado aprueba la exención del distrito, el programa de ESY resultante ofrecerá más tiempo de instrucción para los estudiantes que el modelo tradicional de ESY.

Dicha sesión tendrá lugar en:

FECHA: 22 de mayo del 2025

HORA: 6:00 pm

LUGAR: Escuela Intermedia San Ysidro-MPR  
4345 Otay Mesa Road  
San Ysidro, California 92173

13.13 - 13.14  
Page 2 of 2

# SAN YSIDRO SCHOOL DISTRICT

## GOVERNING BOARD AGENDA

**TO:** Governing Board

**BOARD MEETING DATE:** May 22, 2025

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

**FROM:**  
Special Education Department  
Oscar Madera, Director

☐ Informational  
☒ Action

**AGENDA ITEM:** AUTHORIZE SECOND EXTENDED SCHOOL YEAR 2025 WAIVER

---

### BACKGROUND INFORMATION:

Ed Code or CCR to Waive: 3043 Extended School Year (ESY) services shall be provided for each individual with exceptional needs who has unique needs and requires special education and related services in excess of the regular academic year. Such individuals shall have disabilities which are likely to continue indefinitely or for a prolonged period, and interruption of the pupil's educational programming may cause regression, when coupled with limited recoupment capacity, rendering it impossible, or unlikely that the pupil will attain the level of self-sufficiency and independence that would otherwise be expected in view of his or her disability condition. The lack of clear evidence of such factors may not be used to deny an individual an Extended School Year program if the Individualized Education Program (IEP) team determines the need for such a program and includes ESY in the IEP pursuant to subsection (f).

The Special Education Department recommends that the Governing Board approve the request to provide ESY services for fewer than 20 days with the condition that 60 instructional hours or more be provided to the preschool program, and 80 instructional hours or more be provided to the K-Adult program. A minimum of 76 hours of instruction may be provided to K-Adult if a holiday is included. In addition, special education and related services offered during the extended year period must be comparable in standards, scope, and quality to the special education program offered during the regular academic year as required by *California Code of Regulations*, Title 5, (5 CCR), Section 3043(d).

This is to approve/ratify the Second Waiver for Extended School Year 2025 to reduce the number of instructional days provided to special education students.

### RECOMMENDATION:

Approve/Ratify the Second Extended School Year (ESY) for the 2024-2025 school year.

---

### LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement - Enhance student achievement across all demographics, mainly focusing on accelerating learning for English learners and students with disabilities. This includes improving English language and academic proficiency outcomes to ensure universal access to Common Core State Standards (CCSS), aiming for English learners (ELs) to demonstrate annual expected progress and achieve reclassification within five years or less.

---

☐ Renewal    ☒ New    ☐ Amendment    ☐ Ratify    ☐ Other

Financial Implications?

Are funds for this item available in the 2024-2025 Budget?

Requisition #

☐ Yes    ☒ No

☐ Yes    ☐ No

N/A

(Amount)

N/A

(Name of funding source and/or location)

---

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

# SAN YSIDRO SCHOOL DISTRICT

## GOVERNING BOARD AGENDA

**TO:** Governing Board

**BOARD MEETING DATE:** May 22, 2025

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

**FROM:**  
Dr. Jose Iniguez, Assistant Superintendent of  
Admin. Leadership, School Support & Safety

☐ Informational  
☒ Action

**AGENDA ITEM:** Comprehensive School Safety Plan

---

### BACKGROUND INFORMATION:

California *Education Code (EC)* Section 32281(a) and Board Policy 0450 require each of our schools (that include grades K-12) to develop and maintain a Comprehensive School Safety Plan (CSSP) to prepare for emergencies and create a safe, secure learning environment. In addition, California law requires that each school update and adopt its CSSP by March 1 annually. The District is responsible for the overall development and approval of the CSSPs.

Comprehensive School Safety Plans (CSSP)-Under Separate Cover

### RECOMMENDATION:

Approve the Comprehensive School Safety Plans for all schools for the 2024-25 school year.

---

### LCAP GOAL AND ACTION/SERVICE:

Goal 2: Ensure that all students are educated in positive academic environments that are safe, welcoming, and drug-free, while also equipping them with the necessary social-emotional skills to build resilience and thrive not only in an equitable educational environment but also in their community and beyond.

☐ Renewal    ☒ New    ☐ Amendment    ☐ Ratify    ☐ Other

Financial Implications?

Are funds for this item available in the 2024-25 Budget?

Requisition #

☐ Yes    ☒ No

☐ Yes    ☒ No

N/A

(Amount)

N/A

(Name of funding source and/or location)

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



# SAN YSIDRO SCHOOL DISTRICT

## ***GOVERNING BOARD AGENDA***

**TO:** Governing Board

**BOARD MEETING DATE:** May 22, 2025

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

**FROM:** Jose F. Iniguez, Ed.D.  
Assistant Superintendent of Admin.  
Leadership, School Support & Safety

☐ Informational  
☒ Action

**AGENDA ITEM:** NOTICE OF INTENT TO ADOPT A MITIGATED NEGATIVE DECLARATION  
FOR THE COMMUNITY EDUCATION AND RESOURCE CENTER PROJECT

---

### **BACKGROUND INFORMATION:**

An Initial Study/Mitigated Negative Declaration (IS/MND) has been prepared for the Community Education Center Project (proposed project) to address the potential environmental effects associated with the implementation of the proposed project. A Notice of Intent (NOI) must be posted for a 30-day public review period. The purpose of this notice is to (1) serve as a Notice of Intent (NOI) to adopt a Mitigated Negative Declaration (MND) pursuant to the CEQA Guidelines Section 15087, and (2) advise and solicit comments regarding the content of the IS/MND.

Staff are requesting approval of this Notice of Intent (NOI) to adopt a Mitigated Negative Declaration for the Community Education and Resource Center Project.

### **RECOMMENDATION:**

Approve the Notice of Intent to adopt a Mitigated Negative Declaration for the Community Education and Resource Center Project.

---

### **LCAP GOAL AND ACTION/SERVICE (please indicate):**

☐ Renewal   ☐ New   ☐ Amendment   ☐ Ratify   ☒ Other

Financial Implications?

☐ Yes   ☒ No

Are funds for this item available in the 2024-2025 Budget?

☐ Yes   ☐ No   ☒ N/A

Requisition #

N/A

(Amount)

N/A

(Name of funding source and/or location)

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



**NOTICE OF INTENT TO ADOPT A  
MITIGATED NEGATIVE DECLARATION**

**Subject:** Notice of Intent (NOI) to adopt a Mitigated Negative Declaration  
**Project:** **Community Education and Resource Center Project**  
**Lead Agency:** San Ysidro School District  
**Review Period:** April 30, 2025 to May 30, 2025 (30 days)

**NOTICE IS HEREBY GIVEN** that the San Ysidro School District (District) has prepared an Initial Study/Mitigated Negative Declaration (IS/MND) for the Community Education and Resource Center Project (proposed project) to address the potential environmental effects associated with implementation of the proposed project. Pursuant to Public Resources Code Section 21165 and the California Environmental Quality Act Guidelines (CEQA Guidelines) Section 15050, the San Ysidro School District is the lead agency for the proposed project. The purpose of this notice is to (1) serve as a Notice of Intent (NOI) to adopt a MND pursuant to the CEQA Guidelines Section 15087 and (2) advise and solicit comments regarding the content of the IS/MND.

**NOTICE OF AVAILABILITY:** Pursuant to Public Resources Code Section 21083 and CEQA Guidelines Section 15087, the IS/MND will be available for a 30-day public review from **Wednesday, April 30, 2025, through Friday, May 30, 2025**. Pursuant to Public Resources Code Section 21080.4, responsible and trustee agencies must submit any comments in response to this notice no later than 30 days after receipt.

Copies of the IS/MND are available for review at the following location:

San Ysidro School District  
Facilities, Maintenance, and Operations Department  
4350 Otay Mesa Road,  
San Diego, CA 92154

The document can also be accessed online at: <https://www.sysdschools.org/domain/43>

**WRITTEN COMMENTS:** We ask that any person wishing to comment on the MND provide written comments by the end of the public review period at 5:00 p.m., **Friday, May 30, 2025**. You may send comments to Dr. Jose F. Iniguez, Ed.D, Assistant Superintendent, by email ([jose.iniguez@sysdschools.org](mailto:jose.iniguez@sysdschools.org)) or mail to the address above. Please include **“CEQA: Community Education and Resource Center Project”** in the subject line.

**PROJECT LOCATION:** The project site is at 2300 East Beyer Boulevard in the San Ysidro community in the City of San Diego, California (Assessor’s Parcel Number 638-170-1400). The project site is surrounded by residential uses to the north and west, the future Beyer Park to the east, and vacant land to the south.

**PROJECT DESCRIPTION:** The District plans to build a Community Education and Resource Center (CERC) at the vacant project site which was formerly the Beyer Elementary School site. The proposed project would include a 17,100-square-foot CERC building with a 1,295-square-foot outdoor patio in the northern portion of the project site. The building would include educational and executive services in the western portion, and consist of office spaces, conference rooms, a breakroom, restrooms, and reception. The central portion of the building would include family resource services and the main lobby, and consist of a laundry room, donation room, food storage, health offices, and restrooms. Additionally, the eastern portion of the building would include the multipurpose room and outdoor event space, and consist of storage and a staging kitchen. The capacity for the outdoor event space would be 200 people, and the types of events that could occur include community gatherings, rallies, and similar large-scale assemblies. There would be approximately 25-35 employees and 5-15 patrons at the CERC on the site per day, and all uses onsite would be open to the public for daily use between 7:00 a.m. to 5:00 p.m.

To the southeast of the proposed CERC building would be two basketball courts (9,495 square feet), four pickleball courts (combined with a tennis court) (7,194 square feet), and a soccer field (69,500 square feet) to the south of these courts. These facilities would be open to the public for use during the weekdays, and may be open for use during the weekends or evenings. These recreational facilities may also be used for special events with prior approval from the District. There would be no sport lighting, scoreboards, public address (PA) systems, bleachers, amplified music, or exterior mechanical equipment.

**ENVIRONMENTAL ISSUES:** The IS/MND analyzed all 20 topical areas and determined that, with the implementation of mitigation measures, impacts to biological resources, cultural resources, geology and soils, hydrology and water quality, and tribal cultural resources would be less than significant.

**Lead Agency:** San Ysidro School District

**Consulting Firm:** PlaceWorks

**Date:** April 30, 2025

Sincerely,



Jose F. Iniguez

Assistant Superintendent of Admin. Leadership, School Support & Safety  
(619) 428-4476 x3065

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** May 22, 2025

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

**FROM:** Jose F. Iniguez, Ed.D.  
Assistant Superintendent of Admin.  
Leadership, School Support & Safety

☐ Informational  
☒ Action

**AGENDA ITEM:** RESOLUTION NO. 24/25-0042 AUTHORIZING A CEQA EXEMPTION FOR THE  
SAN YSIDRO MIDDLE SCHOOL RENOVATION PROJECT

---

**BACKGROUND INFORMATION:**

For the San Ysidro Middle School Renovation Project, the District hired an environmental consulting firm to conduct a CEQA ecological review.

Based on the firm's analysis of the project, the project has been determined not to have a significant effect on the environment, and the project can be categorically exempt from the provisions of CEQA under CEQA Guidelines Sections 15301 (Existing Facilities), 15302 (Replacement or Reconstruction), 15303 (New Construction or Conversion of Small Structures), 15304 (Minor Alterations to Land), and 15311 (Accessory Structures).

**RECOMMENDATION:**

Adopt Resolution No. 24/25-0042, Authorizing a Notice of Exemption for Purposes of Satisfying the California Environmental Quality Act (CEQA) for the San Ysidro Middle School Renovation Project, Approving the Project, and Delegating Authority to Staff to Execute and File the Notice of Exemption with the San Diego County Clerk and State Clearinghouse.

---

**LCAP GOAL AND ACTION/SERVICE (please indicate):**

☐ Renewal    ☒ New    ☐ Amendment    ☐ Ratify    ☐ Other

Financial Implications?

☐ Yes    ☒ No

Are funds for this item available in the 2024-2025 Budget?

☐ Yes    ☐ No    ☒ N/A

Requisition #

N/A

(Amount)

N/A

(Name of funding source and/or location)

---

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

**SAN YSIDRO SCHOOL DISTRICT**

**RESOLUTION NO. 24/25-0042**

**RESOLUTION AUTHORIZING A NOTICE OF  
EXEMPTION FOR PURPOSES OF SATISFYING THE  
CALIFORNIA ENVIRONMENTAL QUALITY ACT  
("CEQA") FOR THE SAN YSIDRO MIDDLE SCHOOL  
RENOVATION PROJECT, APPROVING THE  
PROJECT, AND DELEGATING AUTHORITY TO  
STAFF TO EXECUTE AND FILE THE NOTICE OF  
EXEMPTION WITH THE SAN DIEGO COUNTY CLERK  
AND STATE CLEARINGHOUSE )**

ON THE MOTION OF Member\_\_\_\_\_, seconded by Member\_\_\_\_\_, the following resolution is adopted:

WHEREAS, the San Ysidro School District (District) is a public school district organized and existing under the laws of the State of California; and

WHEREAS, the District is the lead agency under the California Environmental Quality Act (CEQA) for the San Ysidro Middle School Renovation Project ("Project"); and

WHEREAS, the Project will renovate and modernize the San Ysidro Middle School by upgrading the existing appearance, systems, and equipment; and improving components of the site and buildings to enhance functionality and security; and

WHEREAS, the District hired a firm specializing in CEQA environmental compliance that undertook environmental analysis for the Project; and

WHEREAS, the environmental analysis documents that the Project is categorically exempt under Categorical Exemption Classes 1 (Existing Facilities), 2 (Replacement or Reconstruction), 3 (New Construction or Conversion of Small Structures), 4 (Minor Alterations to Land), and 11 (Accessory Structures), CEQA Guidelines Section 15301, 15302, 15303, 15304, and 15311, and a Notice of Exemption and accompanying Attachment have been prepared; and

WHEREAS, the Board has reviewed and considered the environmental analysis completed for the Project; and

WHEREAS, the Board has determined that the Notice of Exemption incorporated therein is adequate, complete, and has been prepared in accordance with CEQA; and

WHEREAS, the Notice of Exemption has been prepared in compliance with CEQA and reflects the District's independent judgment and analysis; and

WHEREAS, all other legal prerequisites to the adoption of this resolution have been met.

NOW, THEREFORE, BE IT RESOLVED:

Section 1: The above recitals are true and correct.

Section 2: The Notice of Exemption prepared for the Project has been completed in accordance with CEQA guidelines.

Section 3: Adopts the Notice of Exemption and approves the Project.

Section 4: Authorizes filing the Notice of Exemption.

PASSED AND ADOPTED by the Board of Trustees of the San Ysidro School District, County of San Diego, State of California, this 22nd day of May, 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

\*\*\*\*\*

State of California                    )  
  ) SS  
County of San Diego                 )

I, Irene Lopez, Clerk of the Board of Trustees of the San Ysidro School District, County of San Diego, State of California, do hereby certify that the foregoing is a true copy of a resolution adopted by said board at a regular meeting thereof, at the time and by the vote therein stated, which original resolution is on file in the office of said board.

\_\_\_\_\_  
Irene Lopez, Clerk

May 22, 2025  
Date

# SAN YSIDRO SCHOOL DISTRICT *GOVERNING BOARD AGENDA*

**TO:** Governing Board

**BOARD MEETING DATE:** May 22, 2025

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

**FROM:**  
Human Resources  
Efrain Burciaga, Director

☐ Informational  
☒ Action

**AGENDA ITEM:** PUBLIC HEARING – CALIFORNIA SCHOOL EMPLOYEES  
ASSOCIATION’S INITIAL PROPOSAL TO SAN YSIDRO SCHOOL  
DISTRICT FOR SUCCESSOR CONTRACT NEGOTIATIONS

---

**BACKGROUND INFORMATION:**

Section 3457 of Article 8 of Chapter 10.7 of the California Government Code requires that the Board of Education adopt the California School Employees Association’s initial (“sunshine”) proposal to employee organizations at a public meeting prior to the start of negotiations.

Before doing so the public must be given the opportunity to become informed on the proposal and have the opportunity to express their views on the issues to the public-school employer.

Under the provisions of the current contract between the Board of Education and the California School Employees Association, it is now appropriate for the Board to offer public comment on the California School Employees Association’s initial (“sunshine”) proposal for the sole purpose of successor negotiations for the collective bargaining agreement.

The areas of negotiation are broad but limited. Government Code section 3543.2(a)(1) states that:

The scope of representation shall be limited to matters relating to wages, hours of employment, and other terms and conditions of employment. “Terms and conditions of employment” mean health and welfare benefits as defined by Section 53200, leave, transfer and reassignment policies, safety conditions of employment, class size, procedures to be used for the evaluation of employees, organizational security pursuant to Section 3546, procedures for processing grievances pursuant to Sections 3548.5, 3548.6, 3548.7, and 3548.8, and alternative compensation or benefits for employees adversely affected by pension limitations pursuant to former Section 22316 of the Education Code, as that section read on December 31, 1999, to the extent deemed reasonable and without violating the intent and purposes of Section 415 of the Internal Revenue Code.

This initial proposal is subject to the California School Employees Association’s ratification procedure.

**RECOMMENDATION:**

Accept the initial proposals of the California School Employees Association to open the collective bargaining agreement with the San Ysidro School District for successor negotiations and make and approve the following motions:

1. Motion for the Board of Education to offer for public review and comment the attached initial (“sunshine”) proposal to the contract between California School Employees Association and the Board of Education consisting of the following initial topics:

ARTICLE 3. CSEA RIGHTS  
ARTICLE 6. LEAVES  
ARTICLE 7. TRANSFERS AND REASSIGNMENTS  
ARTICLE 9. EVALUATION AND PERSONNEL FILES  
ARTICLE 11. VACATIONS  
ARTICLE 13. HOURS OF EMPLOYMENT  
ARTICLE 14. WAGES AND FRINGE BENEFITS  
ARTICLE 15. RECLASSIFICATIONS  
ARTICLE 17. CONTRACTING OUT  
ARTICLE 18. GRIEVANCES

and

2. Motion for the Board of Education to direct the posting of notice of a public hearing on the initial (“sunshine”) proposal and said public hearing to be held on and be open to public comment at the Board of Education meeting on May 22<sup>nd</sup>, 2025.

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**LCAP GOAL AND ACTION/SERVICE (please indicate):**

Goal #1: Student Achievement – 1.5 Staffing

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☐ Renewal    ☒ New    ☐ Amendment    ☒ Ratify    ☐ Other

Financial Implications?

☒ Yes    ☐ No

Are funds for this item available in the 2024-2025 Budget?

☒ Yes    ☐ No

Requisition #

(Amount)

(Name of funding source and/or location)

---

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



## Initial Proposal for Successor Bargaining – CSEA San Ysidro Chapter #154

The Collective Bargaining Agreement between the San Ysidro School District (the District) and the California School Employees Association and its San Ysidro Chapter #154 (CSEA) expires on June 30th, 2025. The District and CSEA are preparing to engage in bargaining for a new successor contract. After surveying its membership, CSEA would like to formally notify the District of its intent to open the following articles:

- **Article 3: CSEA Rights:** CSEA intends to add language surrounding release time for employees to attend union meetings during their shifts.
- **Article 6: Leaves:** CSEA intends to simplify the process for employees seeking to take medical leave so it is more easily accessible for those who need it and to make permanent the temporary provision that allows personal illness absences to be taken in one hour increments.
- **Article 7: Transfers and Reassignments:** CSEA intends to introduce language that grants an interview for any classified employee seeking a transfer or reassignment into a vacant position that they are qualified for.
- **Article 9: Evaluation and Personnel files:** CSEA intends to propose a deadline for Employers to make evaluations
- **Article 11: Vacations:** CSEA intends to remove language that requires mandatory vacation days for employees.
- **Article 13: Hours of Employment:** CSEA intends to introduce extra hours for some classifications that do not currently work full-time. CSEA also intends to introduce a work from home option for specific classifications. Finally, CSEA intends to introduce language that grants release time for classified employees to attend district and state required trainings for their licenses and certifications.
- **Article 14: Wages and Fringe Benefits:** CSEA intends to propose a wage increase

that is fair and equitable for the work that classified employees do and a cost of living adjustments that is consistent with the rising cost of living. CSEA also intends to readjust the pay scale to compensate for the steps that have been made irrelevant from a minimum wage increase. CSEA intends to introduce language that would require the District to pay for any required re-certifications that employees must have in order to remain employed. CSEA intends to introduce language for any classified member to be paid out of class for work they are doing outside their positions that belongs to certificated staff. CSEA intends to introduce language requiring the district provides uniforms to some classifications of employees. CSEA also intends to introduce language that would expand the scope of the education incentive for employees. CSEA also intends to expand the scope of the bilingual stipend and finally, CSEA intends to raise all custodians to an equal wage.

- **Article 15: Reclassifications:** CSEA plans to introduce language increasing the frequency of reclassifications
- **Article 17: Contracting out:** CSEA intends to remove the waiver for contracting out work found in this article
- **Article 18: Grievances:** CSEA intends to change the procedure of grievances to give classified employees more time to grieve contract violations. CSEA also intends to change step 2 of the grievance procedure when it comes to which administrator makes the final decision for this step.

This shall be considered to be an initial proposal. CSEA retains that right to add to, delete, or edit any of these proposals, given that proper time is provided when doing so.

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** May 22, 2025

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

**FROM:**  
Human Resources  
Efrain Burciaga, Director

☐ Informational  
☒ Action

**AGENDA ITEM:** CLOSE PUBLIC HEARING – CALIFORNIA SCHOOL EMPLOYEES  
ASSOCIATION’S INITIAL PROPOSAL TO SAN YSIDRO SCHOOL  
DISTRICT FOR SUCCESSOR CONTRACT NEGOTIATIONS

---

**BACKGROUND INFORMATION:**

Section 3457 of Article 8 of Chapter 10.7 of the California Government Code stipulates that a reasonable time elapse after the submission to open the proposal to allow for public comment. The public hearing was opened during the regular board meeting on May 22, 2025. This initial proposal is subject to the California School Employees Association’s ratification procedure.

**RECOMMENDATION:**

Close Public Hearing for the California School Employees Association to open Article 3, Article 6, Article 7, Article 9, Article 11, Article 13, and Article 14 with the San Ysidro School District for successor negotiations.

---

**LCAP GOAL AND ACTION/SERVICE (please indicate):**

Goal #1: Student Achievement – 1.5 Staffing

---

☐ Renewal    ☒ New    ☐ Amendment    ☐ Ratify    ☐ Other

Financial Implications?

☒ Yes    ☐ No

Are funds for this item available in the 2024-2025 Budget?

☐ Yes    ☐ No

Requisition #

TBD

(Amount)

TBD

(Name of funding source and/or location)

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



# **CURRICULUM AND INSTRUCTION**

# SAN YSIDRO SCHOOL DISTRICT

## ***GOVERNING BOARD AGENDA***

**TO:** Governing Board

**BOARD MEETING DATE:** May 22, 2025

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

**FROM:**  
Educational Services  
Manuel Bojorquez, Assistant  
Superintendent

☐ Informational  
☒ Action

**AGENDA ITEM:** PURCHASE AGREEMENT WITH THE COLLEGE BOARD FOR  
SPRINGBOARD MATHEMATICS MATERIALS

---

### **BACKGROUND INFORMATION:**

SpringBoard Mathematics is a core curriculum for all students in grades sixth to twelfth. It is a complete instructional program, aligned to State standards, which 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 agreement with The College Board needs to be renewed for school year 2025-26 to provide students with the required core instructional materials. This license agreement includes SpringBoard Math digital access for all students in grades sixth to eighth.

### **RECOMMENDATION:**

Approve the purchase agreement with The College Board for the SpringBoard Math Program for all students in grades sixth to eighth at the cost of \$26,257.60 from the Lottery fund.

---

### **LCAP GOAL AND ACTION/SERVICE:**

Goal 1: Student Achievement ~ Enhance student achievement across all demographics, focusing on accelerating learning for English learners and students with disabilities. This includes improving English language and academic proficiency outcomes to ensure universal access to Common Core State Standards (CCSS), aiming for English learners (ELs) to demonstrate annual expected progress and achieve reclassification within five years or less.

---

☐ Renewal    ☒ New    ☐ Amendment    ☐ Ratify    ☐ Other

Financial Implications?

☒ Yes    ☐ No

Are funds for this item available in the 2025-2026 Budget?

☒ Yes    ☐ No

Requisition #

**\$26,257.60**

(Amount)

**Lottery Fund**

(Name of funding source and/or location)

---

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

## 2025-2026 California Digital Order Form

To place an order, return signed order form with purchase order or confirmation of payment to:  
**SpringBoardOrders@collegeboard.org**

Questions? Contact the SpringBoard Team 877-999-7723

## Step 1. Provide contact information

School Name **La Mirada Elementary**  
 Contact for Materials **Laura English**  
 Contact Email Address **laura.english@sysdschools.org**  
 Contact Phone **(619)428-4424**  
 IT Contact/Email **todd.lewis@sysdschools.org**

## Step 2. Provide shipping information &amp; enter quantities for your order.

All shipping related fields are required to prevent additional handling fees by the carrier.

Ship Location **District's Warehouse** Ship To Contact **Manuel Bojorquez**  
 Address 1 **4350 Otay Mesa Road** Phone **(619)428-4476**  
 City **San Ysidro** Email **manuel.bojorquez@sysdschools.org**  
 State **CA** Lift Gate Required? **No**  
 9-Digit Zip **92173** Inside Delivery? **No**  
 Receiving Hours **7:00 am - 1:00 pm**  
 Receiving Location **District's Warehouse**

Math National Edition	STUDENT DIGITAL ACCESS				PRINT TEACHER EDITIONS			
	ISBN	Price	QTY	Cost	ISBN	Price	QTY	Cost
Course 1 - 2014©	978-1-4573-0380-7	\$16.70	46	\$ 768.20	978-1-4573-0155-1	\$91.00	0	\$ -
Course 2 - 2014©	978-1-4573-0381-4	\$16.70	0	\$ -	978-1-4573-0156-8	\$91.00	0	\$ -
Course 3 - 2014©	978-1-4573-0382-1	\$16.70	0	\$ -	978-1-4573-0157-5	\$91.00	0	\$ -
Algebra 1 - 2014©	978-1-4573-0383-8	\$17.70	0	\$ -	978-1-4573-0158-2	\$94.00	0	\$ -
Geometry - 2015©	978-1-4573-0384-5	\$18.20	0	\$ -	978-1-4573-0159-9	\$98.00	0	\$ -
Algebra 2 - 2015©	978-1-4573-0385-2	\$18.20	0	\$ -	978-1-4573-0160-5	\$98.00	0	\$ -
Precalculus - 2015©	978-1-4573-0386-9	\$18.20	0	\$ -	978-1-4573-0161-2	\$98.00	0	\$ -
ELA & ELD California Edition	STUDENT ELA & ELD DIGITAL ACCESS				PRINT ELA TEACHER EDITIONS			
	ISBN	Price	Quantity	Cost	ISBN	Price	Quantity	Cost
Grade 6 - 2017©	160071431	\$18.00	0	\$ -	978-1-4573-0469-9	\$92.00	0	\$ -
Grade 7 - 2017©	160071432	\$18.00	0	\$ -	978-1-4573-0470-5	\$92.00	0	\$ -
Grade 8 - 2017©	160071433	\$18.00	0	\$ -	978-1-4573-0471-2	\$92.00	0	\$ -
Grade 9 - 2017©	160071434	\$18.70	0	\$ -	978-1-4573-0472-9	\$98.00	0	\$ -
Grade 10 - 2017©	160071435	\$18.70	0	\$ -	978-1-4573-0473-6	\$98.00	0	\$ -
Grade 11 - 2017©	160071436	\$18.70	0	\$ -	978-1-4573-0474-3	\$98.00	0	\$ -
Senior English - 2017©	160071437	\$18.70	0	\$ -	978-1-4573-0475-0	\$98.00	0	\$ -

Math Total	\$768.20
ELA Total	\$0.00
Shipping 10%	\$0.00
Overall Total	\$768.20

## Step 3. Indicate Payment and Sign Order Form (ORDER WILL NOT BE PROCESSED WITHOUT A SIGNATURE BELOW)

Purchase Order - Enter PO number & send a copy via FAX or EMAIL

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	Chief Business Official	X	5/22/2025
Print Name	Title	Signature (REQUIRED)	Date

Continue to Page 2 for Terms and Conditions

## Policies

Below are the terms and conditions for your use of SpringBoard®.

By acquiring College Board's SpringBoard® program, you ("Client" or "You") accept the terms of this Agreement. Should Client fail to comply with these requirements, College Board will terminate online access without liability. If Client subscribes to SpringBoard pursuant to a separate written contract or order form with College Board ("CRS Agreement"), the terms of the separate written CRS Agreement between College Board and Client for SpringBoard supersede the terms contained herein to the extent they conflict with any terms in this Agreement.

**SpringBoard® Program Overview.** College Board's SpringBoard Program, a proprietary program that helps prepare 6th through 12th grade students to succeed at college-level work, includes printed student and teacher editions for English Language Arts (ELA), a website license to SpringBoard Digital and professional learning, workshops, coaching services and institutes, that feature rigorous standards, instructional resources, and formative assessments in mathematics and/or English language arts through a web-supported, integrated program (the "SpringBoard Program").

**License Grant.** The following licenses are referred to herein collectively as the "Licenses".

**Site License.** College Board hereby grants to Client a limited, non-exclusive, non-transferable, non-assignable, revocable license during the Term of this Agreement to access and use the SpringBoard website ("SpringBoard Digital") and to allow each of the participating schools (the "Schools") to use SpringBoard Digital and to use all content available on SpringBoard Digital in print or otherwise provided to Client via a College Board URL designated with the Client's name. Access to SpringBoard Digital is for the sole purpose of improving teaching and learning of students in the grades designated by Client in mathematics and/or English language arts within the Schools.

**Schools' Compliance with License Terms.** Client shall be responsible for the Schools' compliance with the terms of all Licenses.

**Access to SpringBoard.** Schools will access the products (e.g. ELA for grade 10) licensed on SpringBoard Digital via the SpringBoard URL. Client understands and agrees that there is a risk of interruption to websites. SpringBoard Digital Access will be provided based on the number of students indicated when ordering for that specific school/institution within a particular district. Additionally, the website may be suspended from time to time for administrative purposes, as necessary, including but not limited to, system maintenance. College Board may change the technical functionality of the website at any time upon notice (where reasonable) to Client to the extent necessary to address technical and other business needs of College Board.

**Restrictions on Use.** Client shall not: (a) sell, rent, lease, loan, sublicense, disseminate, assign, reverse engineer, attempt to derive the source code of, transfer or otherwise provide access to third parties, make the website available for use by third parties or use the website for the benefit of any third party; (b) copy, delete, reproduce, modify, adapt, translate or create any derivative works from the website; (c) remove, alter, obscure or tamper with any trademark, copyright or other proprietary markings or notices affixed to or contained within the website; or (d) encourage or permit any user or other third party to engage in any of the foregoing. Client shall be responsible for ensuring that all students and teachers comply with the terms of this Schedule. If Client violates any of the provisions hereof, 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.** College Board maintains a relationship with and has agreements with certain vendors ("Service Provider(s)") for access to some of the services and tools offered through SpringBoard Digital. Client acknowledges and agrees that the information that is uploaded to SpringBoard Digital will be accessible to the applicable Service Provider for the sole purpose of providing those services to Client. Please be aware that any information supplied to Service Provider is subject to their security and privacy policies. College Board encourages Client to read the policies of Service Provider, because their privacy practices may differ from College Board's practices.

**Client Obligations.** Client shall provide certain information on the participating students in the Schools for the SpringBoard Program ("Registration Information"). Unless College Board otherwise directs, the Registration Information shall include each student's first and last name, grade, class section (by teacher name), school and district. At no additional cost to Client, Client may use a third party to upload and manage the Registration Information for students participating in the SpringBoard Program. Client and the third party shall enter into a separate written agreement documenting this arrangement. Client may also choose to manually update the Registration Information directly on the SpringBoard Site.

Client shall comply with the Family Educational Rights and Privacy Act, 20 U.S.C. s. 1232g, and its implementing regulations, 34 C.F.R. pt. 99 ("FERPA") in connection with the SpringBoard Program. Client shall obtain any and all consents necessary for students to participate in the SpringBoard Program, and Client shall include in its annual notification of rights under FERPA criteria that support the designation of College Board and its employees as school officials with legitimate educational interests. Client authorizes College Board to use personally identifiable, non-directory information to conduct studies with the purpose of improving instruction for the SpringBoard Program in accordance with 34 C.F.R. 99.31(a)(6)(i).

Client shall notify College Board of any changes to school participation, ELA student edition orders and License orders, as applicable. College Board may delay and/or withhold furnishing ELA student editions until Client confirms the student edition order.

Client shall be responsible for removing access to SpringBoard Digital for any personnel who no longer should have access to SpringBoard Digital, or promptly notifying College Board to request removal of any such access.

**Client Representations.** Client has designated as "directory information" for purposes of FERPA, a student's name, the most recent educational agency or institution attended, and the other items specifically identified as directory information in 34 C.F.R. 99.3. To the extent the Registration Information includes only such directory information, College Board may redisclose the Registration Information in accordance with the Privacy Policy without the consent of the parent or student eighteen (18) years of age or older. To the extent that the Registration Information or other personally identifiable information from education records of students disclosed by Client to College Board includes information other than directory information, for purposes of FERPA College Board and its employees and independent contractors are "school officials" whom Client has determined to have "legitimate educational interests", and Client may disclose such non-directory information to College Board consistent with FERPA and other applicable law and policy.

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**Limitation of Liability.** TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE TOTAL LIABILITY, IN THE AGGREGATE, OF 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 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 COLLEGE BOARD OR ITS' AFFILIATES, SHALL NOT EXCEED THE ACTUAL AMOUNT PAID TO COLLEGE BOARD UNDER THIS AGREEMENT FOR THE SPECIFIC DELIVERABLE SUBJECT TO THE DAMAGES CLAIM.

IN NO EVENT WILL COLLEGE BOARD AND ITS AFFILIATES HAVE ANY LIABILITY TO PURCHASER IN CONNECTION WITH THIS AGREEMENT FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, 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, COLLEGE BOARD AGAINST THIRD PARTY CLAIMS THAT ARISE AS A RESULT OF THE BREACH OF THIS AGREEMENT BY CLIENT

**Ownership of Intellectual Property.** Client agrees and acknowledges that all intellectual property provided under or pertaining to this Agreement, including, but not limited to, any College Board publications, College Board website(s), CD-ROMS, videos, examinations and all items contained therein, including all copies thereof, all data and any parts thereof, all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights are the sole and exclusive property of College Board. Nothing in this Agreement should be interpreted to indicate that College Board is passing its proprietary rights in and to College Board Intellectual Property to the Client.

**Confidentiality.** All information exchanged hereunder to which either party shall have access in connection with this Agreement, including the terms of this Agreement, is confidential ("Confidential Information"), and except as otherwise expressly provided in this Agreement, neither party will authorize or permit the other party's Confidential Information to be conveyed or in any manner communicated to or made available to any third party or to be physically duplicated or reproduced or used by or for the benefit of any third party, in whole or in part; provided, however, that Confidential Information shall exclude any data or information that: (a) is publicly disclosed or expressly approved for public disclosure by the act of an authorized agent of either party; (b) becomes publicly known without breach of any confidentiality obligation; or (c) is required to be disclosed pursuant to any applicable law or regulation, government authority or duly authorized subpoena or court order, provided that the disclosing party in such event shall provide the other party with notice of such requirement as soon as practicable after such

#### **Data Protection.**

College Board shall take actions to protect the security and confidentiality of personally identifiable information that may be obtained pursuant to this Agreement in a manner consistent with industry standards. College Board will maintain a SOC 2 Type II report.

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College Board encrypts personally identifiable information that may be obtained pursuant to this Agreement in transmission and storage where technically feasible and when designed as being appropriate by College Board. If not, other security controls may be implemented to reduce risk, mitigate risk, or otherwise protect the data as determined solely by College Board. When College Board's platforms are accessed using a supported web browser, Transport Layer Security ("TLS") or equivalent technology protects information while in transit, using both server authentication and data encryption to help secure the data and limit availability to only authorized users.

Client shall be responsible for removing access to College Board's platforms for any personnel who no longer should have access, or promptly notifying College Board to request removal of any such access.

College Board may use de-identified data: to improve the SpringBoard Program, to demonstrate the effectiveness of the SpringBoard Program, and for research or other purposes related to developing and improving the SpringBoard Program. College Board will share de-identified data with a third-party organization Adobe for the purpose of site analytics data. College Board's use of such de-identified data will survive termination of this Agreement.

**Security Measures.** College Board will extend the confidentiality requirements and security measures identified in this Agreement by contract to subcontractors used by College Board, if any, to provide services related to this Agreement. College Board will use appropriate and reliable storage media, regularly backup data and retain such backup copies for the duration of this Agreement, as defined by College Board. Client acknowledges that College Board utilizes cloud hosting service providers throughout its infrastructure. College Board will store personally identifiable information that may be obtained pursuant to this Agreement in the United States. To ensure the security and confidentiality of confidential records 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. College Board shall not disclose student records, except as specified under the terms of the Agreement, an Amendment or as required by law.

**Notice.** In the event of an unauthorized disclosure of student records which have been distributed or received in connection with this Agreement, Client and College Board agree to notify the other party, fully investigate the incident and fully cooperate with any investigation of the incident, implement remedial measures and respond in a timely manner. Such notification shall be promptly performed as information becomes available immediately upon becoming aware of: (1) a confirmed compromise of student records, or of (2) circumstances that could have reasonably resulted in an unauthorized access to or disclosure of these student records. Both Client and College Board acknowledge that in the event of an unauthorized disclosure computer forensics teams may require many days, weeks or even months to fully ascertain the details surrounding the disclosure which may delay prompt notification.

Where information is available, Client shall notify the parent or adult student of: (1) the nature of the unauthorized use or disclosure (e.g., security breach, nonconsensual re-disclosure, etc.); (2) the specific student records that were used or disclosed without authorization where possible; (3) what College Board and Client have done or will do to mitigate any effects of the unauthorized use or disclosure; and (4) what corrective action College Board and Client have taken or will take to prevent future occurrences. Except as otherwise required by law, College Board will not provide notice of the incident directly to the parent or adult student whose student records were involved, regulatory agencies, or other entities, without prior written permission from Client.

#### **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). 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 College Board website cookies do not contain personally identifiable information. Some Service Providers use cookies on College Board site(s). College Board has no access to or control over these cookies. This privacy statement covers the use of cookies by College Board website(s) only and does not cover the use of cookies by any third-party providers.



**Proprietary Rights.**

College Board and its Service Providers have expended substantial time, effort, and funds to create the website(s) and SpringBoard Digital. Client acknowledges and agrees that 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 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 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 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 College Board. **Client agrees not to reproduce, duplicate, copy, sell, resell, or exploit for any commercial purposes any portion of the SpringBoard Program, use of the SpringBoard Program, or access to the SpringBoard Program.**

Client agrees and acknowledges that Workshops and Products, including, but not limited to, training notes, and materials and booklets provided to participants, including all copies thereof, are the sole and exclusive property of College Board. Copying, disseminating or posting any SpringBoard Program material on Client's internal or any external website, including social media sites, or creating and sharing derivative works of the materials is a breach of Client's agreement with College Board and College Board's intellectual property rights. Client may solely use the Products described herein for the professional development and coaching services provided by College Board in connection with Workshop participants' knowledge and use of the SpringBoard Program.

Except for the license expressly granted herein, Client shall have no rights to or other interests in SpringBoard Digital, materials or Content. College Board reserves all rights not explicitly granted to Client under this Schedule.

**Client agrees that it shall not post any SpringBoard Program material on Client's internal or any external website and shall advise all SpringBoard Program teachers and students that posting any such material, including answers to any questions on SpringBoard Digital or in SpringBoard student or teacher editions is a violation of College Board's copyright. Client agrees that it shall not offer for resale and shall advise its teachers and administrators 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, pandemic, act of war, terrorism, riot, fire, explosion, flood or other circumstance that is beyond the control of, and could not reasonably be avoided by, such party.

**Payment.** This Agreement supersedes any conflicting terms and conditions contained in Client's purchase order. Client shall pay all shipping charges including any additional fees for expedited shipping requested by Client. Client may return or exchange, at Client's expense, consumable editions which are in new condition and have not yet been used up to thirty (30) days after receipt. College Board will issue refunds within thirty (30) days upon receipt of the returned editions for accounts that have been paid.

Client agrees to pay any applicable sales, use, value added or other taxes or import duties (other than College Board's corporate income taxes) based on, or due as a result of, any fees paid to College Board under this Schedule, unless Client is exempt from such taxes as the result of Client's corporate or government status. Client shall furnish College Board with a valid tax exemption certificate.

## 2025-2026 California Digital Order Form

To place an order, return signed order form with purchase order or confirmation of payment to:  
**SpringBoardOrders@collegeboard.org**

Questions? Contact the SpringBoard Team 877-999-7723

## Step 1. Provide contact information

School Name Smythe Elementary  
 Contact for Materials Rebecca Bravo  
 Contact Email Address rebecca.bravo@sysdschools.org  
 Contact Phone (619)428-4447  
 IT Contact/Email todd.lewis@sysdschools.org

## Step 2. Provide shipping information &amp; enter quantities for your order.

All shipping related fields are required to prevent additional handling fees by the carrier.

Ship Location District's Warehouse Ship To Contact Manuel Bojorquez  
 Address 1 4350 Otay Mesa Road Phone (619)428-4476  
 City San Ysidro Email manuel.bojorquez@sysdschools.org  
 State CA Lift Gate Required? No  
 9-Digit Zip 92173 Inside Delivery? No  
 Receiving Hours 7:00 am - 1:00 pm  
 Receiving Location District's Warehouse

Math National Edition	STUDENT DIGITAL ACCESS				PRINT TEACHER EDITIONS			
	ISBN	Price	QTY	Cost	ISBN	Price	QTY	Cost
Course 1 - 2014©	978-1-4573-0380-7	\$16.70	95	\$ 1,586.50	978-1-4573-0155-1	\$91.00	0	\$ -
Course 2 - 2014©	978-1-4573-0381-4	\$16.70	0	\$ -	978-1-4573-0156-8	\$91.00	0	\$ -
Course 3 - 2014©	978-1-4573-0382-1	\$16.70	0	\$ -	978-1-4573-0157-5	\$91.00	0	\$ -
Algebra 1 - 2014©	978-1-4573-0383-8	\$17.70	0	\$ -	978-1-4573-0158-2	\$94.00	0	\$ -
Geometry - 2015©	978-1-4573-0384-5	\$18.20	0	\$ -	978-1-4573-0159-9	\$98.00	0	\$ -
Algebra 2 - 2015©	978-1-4573-0385-2	\$18.20	0	\$ -	978-1-4573-0160-5	\$98.00	0	\$ -
Precalculus - 2015©	978-1-4573-0386-9	\$18.20	0	\$ -	978-1-4573-0161-2	\$98.00	0	\$ -
ELA & ELD California Edition	STUDENT ELA & ELD DIGITAL ACCESS				PRINT ELA TEACHER EDITIONS			
	ISBN	Price	Quantity	Cost	ISBN	Price	Quantity	Cost
Grade 6 - 2017©	160071431	\$18.00	0	\$ -	978-1-4573-0469-9	\$92.00	0	\$ -
Grade 7 - 2017©	160071432	\$18.00	0	\$ -	978-1-4573-0470-5	\$92.00	0	\$ -
Grade 8 - 2017©	160071433	\$18.00	0	\$ -	978-1-4573-0471-2	\$92.00	0	\$ -
Grade 9 - 2017©	160071434	\$18.70	0	\$ -	978-1-4573-0472-9	\$98.00	0	\$ -
Grade 10 - 2017©	160071435	\$18.70	0	\$ -	978-1-4573-0473-6	\$98.00	0	\$ -
Grade 11 - 2017©	160071436	\$18.70	0	\$ -	978-1-4573-0474-3	\$98.00	0	\$ -
Senior English - 2017©	160071437	\$18.70	0	\$ -	978-1-4573-0475-0	\$98.00	0	\$ -

Math Total	\$1,586.50
ELA Total	\$0.00
Shipping 10%	\$0.00
Overall Total	\$1,586.50

## Step 3. Indicate Payment and Sign Order Form (ORDER WILL NOT BE PROCESSED WITHOUT A SIGNATURE BELOW)

Purchase Order - Enter PO number & send a copy via FAX or EMAIL

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	Chief Business Official	X	5/22/2025
Print Name	Title	Signature (REQUIRED)	Date

Continue to Page 2 for Terms and Conditions

## Policies

Below are the terms and conditions for your use of SpringBoard®.

By acquiring College Board's SpringBoard® program, you ("Client" or "You") accept the terms of this Agreement. Should Client fail to comply with these requirements, College Board will terminate online access without liability. If Client subscribes to SpringBoard pursuant to a separate written contract or order form with College Board ("CRS Agreement"), the terms of the separate written CRS Agreement between College Board and Client for SpringBoard supersede the terms contained herein to the extent they conflict with any terms in this Agreement.

**SpringBoard® Program Overview.** College Board's SpringBoard Program, a proprietary program that helps prepare 6th through 12th grade students to succeed at college-level work, includes printed student and teacher editions for English Language Arts (ELA), a website license to SpringBoard Digital and professional learning, workshops, coaching services and institutes, that feature rigorous standards, instructional resources, and formative assessments in mathematics and/or English language arts through a web-supported, integrated program (the "SpringBoard Program").

**License Grant.** The following licenses are referred to herein collectively as the "Licenses".

**Site License.** College Board hereby grants to Client a limited, non-exclusive, non-transferable, non-assignable, revocable license during the Term of this Agreement to access and use the SpringBoard website ("SpringBoard Digital") and to allow each of the participating schools (the "Schools") to use SpringBoard Digital and to use all content available on SpringBoard Digital in print or otherwise provided to Client via a College Board URL designated with the Client's name. Access to SpringBoard Digital is for the sole purpose of improving teaching and learning of students in the grades designated by Client in mathematics and/or English language arts within the Schools.

**Schools' Compliance with License Terms.** Client shall be responsible for the Schools' compliance with the terms of all Licenses.

**Access to SpringBoard.** Schools will access the products (e.g. ELA for grade 10) licensed on SpringBoard Digital via the SpringBoard URL. Client understands and agrees that there is a risk of interruption to websites. SpringBoard Digital Access will be provided based on the number of students indicated when ordering for that specific school/institution within a particular district. Additionally, the website may be suspended from time to time for administrative purposes, as necessary, including but not limited to, system maintenance. College Board may change the technical functionality of the website at any time upon notice (where reasonable) to Client to the extent necessary to address technical and other business needs of College Board.

**Restrictions on Use.** Client shall not: (a) sell, rent, lease, loan, sublicense, disseminate, assign, reverse engineer, attempt to derive the source code of, transfer or otherwise provide access to third parties, make the website available for use by third parties or use the website for the benefit of any third party; (b) copy, delete, reproduce, modify, adapt, translate or create any derivative works from the website; (c) remove, alter, obscure or tamper with any trademark, copyright or other proprietary markings or notices affixed to or contained within the website; or (d) encourage or permit any user or other third party to engage in any of the foregoing. Client shall be responsible for ensuring that all students and teachers comply with the terms of this Schedule. If Client violates any of the provisions hereof, 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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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). 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 College Board website cookies do not contain personally identifiable information. Some Service Providers use cookies on College Board site(s). College Board has no access to or control over these cookies. This privacy statement covers the use of cookies by College Board website(s) only and does not cover the use of cookies by any third-party providers.

**Proprietary Rights.**

College Board and its Service Providers have expended substantial time, effort, and funds to create the website(s) and SpringBoard Digital. Client acknowledges and agrees that 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 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 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 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 College Board. **Client agrees not to reproduce, duplicate, copy, sell, resell, or exploit for any commercial purposes any portion of the SpringBoard Program, use of the SpringBoard Program, or access to the SpringBoard Program.**

Client agrees and acknowledges that Workshops and Products, including, but not limited to, training notes, and materials and booklets provided to participants, including all copies thereof, are the sole and exclusive property of College Board. Copying, disseminating or posting any SpringBoard Program material on Client's internal or any external website, including social media sites, or creating and sharing derivative works of the materials is a breach of Client's agreement with College Board and College Board's intellectual property rights. Client may solely use the Products described herein for the professional development and coaching services provided by College Board in connection with Workshop participants' knowledge and use of the SpringBoard Program.

Except for the license expressly granted herein, Client shall have no rights to or other interests in SpringBoard Digital, materials or Content. College Board reserves all rights not explicitly granted to Client under this Schedule.

**Client agrees that it shall not post any SpringBoard Program material on Client's internal or any external website and shall advise all SpringBoard Program teachers and students that posting any such material, including answers to any questions on SpringBoard Digital or in SpringBoard student or teacher editions is a violation of College Board's copyright. Client agrees that it shall not offer for resale and shall advise its teachers and administrators 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, pandemic, act of war, terrorism, riot, fire, explosion, flood or other circumstance that is beyond the control of, and could not reasonably be avoided by, such party.

**Payment.** This Agreement supersedes any conflicting terms and conditions contained in Client's purchase order. Client shall pay all shipping charges including any additional fees for expedited shipping requested by Client. Client may return or exchange, at Client's expense, consumable editions which are in new condition and have not yet been used up to thirty (30) days after receipt. College Board will issue refunds within thirty (30) days upon receipt of the returned editions for accounts that have been paid.

Client agrees to pay any applicable sales, use, value added or other taxes or import duties (other than College Board's corporate income taxes) based on, or due as a result of, any fees paid to College Board under this Schedule, unless Client is exempt from such taxes as the result of Client's corporate or government status. Client shall furnish College Board with a valid tax exemption certificate.

## 2025-2026 California Digital Order Form

To place an order, return signed order form with purchase order or confirmation of payment to:  
**SpringBoardOrders@collegeboard.org**

Questions? Contact the SpringBoard Team 877-999-7723

## Step 1. Provide contact information

School Name Sunset Elementary  
 Contact for Materials Matthew Bandy  
 Contact Email Address matthew.bandy@sysdschools.org  
 Contact Phone (619)428-1148  
 IT Contact/Email todd.lewis@sysdschools.org

## Step 2. Provide shipping information &amp; enter quantities for your order.

All shipping related fields are required to prevent additional handling fees by the carrier.

Ship Location District's Warehouse Ship To Contact Manuel Bojorquez  
 Address 1 4350 Otay Mesa Road Phone (619)428-4476  
 City San Ysidro Email manuel.bojorquez@sysdschools.org  
 State CA Lift Gate Required? No  
 9-Digit Zip 92173 Inside Delivery? No  
 Receiving Hours 7:00 am - 1:00 pm  
 Receiving Location District's Warehouse

Math National Edition	STUDENT DIGITAL ACCESS				PRINT TEACHER EDITIONS			
	ISBN	Price	QTY	Cost	ISBN	Price	QTY	Cost
Course 1 - 2014©	978-1-4573-0380-7	\$16.70	87	\$ 1,452.90	978-1-4573-0155-1	\$91.00	0	\$ -
Course 2 - 2014©	978-1-4573-0381-4	\$16.70	0	\$ -	978-1-4573-0156-8	\$91.00	0	\$ -
Course 3 - 2014©	978-1-4573-0382-1	\$16.70	0	\$ -	978-1-4573-0157-5	\$91.00	0	\$ -
Algebra 1 - 2014©	978-1-4573-0383-8	\$17.70	0	\$ -	978-1-4573-0158-2	\$94.00	0	\$ -
Geometry - 2015©	978-1-4573-0384-5	\$18.20	0	\$ -	978-1-4573-0159-9	\$98.00	0	\$ -
Algebra 2 - 2015©	978-1-4573-0385-2	\$18.20	0	\$ -	978-1-4573-0160-5	\$98.00	0	\$ -
Precalculus - 2015©	978-1-4573-0386-9	\$18.20	0	\$ -	978-1-4573-0161-2	\$98.00	0	\$ -
ELA & ELD California Edition	STUDENT ELA & ELD DIGITAL ACCESS				PRINT ELA TEACHER EDITIONS			
	ISBN	Price	Quantity	Cost	ISBN	Price	Quantity	Cost
Grade 6 - 2017©	160071431	\$18.00	0	\$ -	978-1-4573-0469-9	\$92.00	0	\$ -
Grade 7 - 2017©	160071432	\$18.00	0	\$ -	978-1-4573-0470-5	\$92.00	0	\$ -
Grade 8 - 2017©	160071433	\$18.00	0	\$ -	978-1-4573-0471-2	\$92.00	0	\$ -
Grade 9 - 2017©	160071434	\$18.70	0	\$ -	978-1-4573-0472-9	\$98.00	0	\$ -
Grade 10 - 2017©	160071435	\$18.70	0	\$ -	978-1-4573-0473-6	\$98.00	0	\$ -
Grade 11 - 2017©	160071436	\$18.70	0	\$ -	978-1-4573-0474-3	\$98.00	0	\$ -
Senior English - 2017©	160071437	\$18.70	0	\$ -	978-1-4573-0475-0	\$98.00	0	\$ -

Math Total	\$1,452.90
ELA Total	\$0.00
Shipping 10%	\$0.00
Overall Total	\$1,452.90

## Step 3. Indicate Payment and Sign Order Form (ORDER WILL NOT BE PROCESSED WITHOUT A SIGNATURE BELOW)

Purchase Order - Enter PO number & send a copy via FAX or EMAIL

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	Chief Business Official	X	5/22/2025
Print Name	Title	Signature (REQUIRED)	Date

Continue to Page 2 for Terms and Conditions



## Policies

Below are the terms and conditions for your use of SpringBoard®.

By acquiring College Board's SpringBoard® program, you ("Client" or "You") accept the terms of this Agreement. Should Client fail to comply with these requirements, College Board will terminate online access without liability. If Client subscribes to SpringBoard pursuant to a separate written contract or order form with College Board ("CRS Agreement"), the terms of the separate written CRS Agreement between College Board and Client for SpringBoard supersede the terms contained herein to the extent they conflict with any terms in this Agreement.

**SpringBoard® Program Overview.** College Board's SpringBoard Program, a proprietary program that helps prepare 6th through 12th grade students to succeed at college-level work, includes printed student and teacher editions for English Language Arts (ELA), a website license to SpringBoard Digital and professional learning, workshops, coaching services and institutes, that feature rigorous standards, instructional resources, and formative assessments in mathematics and/or English language arts through a web-supported, integrated program (the "SpringBoard Program").

**License Grant.** The following licenses are referred to herein collectively as the "Licenses".

**Site License.** College Board hereby grants to Client a limited, non-exclusive, non-transferable, non-assignable, revocable license during the Term of this Agreement to access and use the SpringBoard website ("SpringBoard Digital") and to allow each of the participating schools (the "Schools") to use SpringBoard Digital and to use all content available on SpringBoard Digital in print or otherwise provided to Client via a College Board URL designated with the Client's name. Access to SpringBoard Digital is for the sole purpose of improving teaching and learning of students in the grades designated by Client in mathematics and/or English language arts within the Schools.

**Schools' Compliance with License Terms.** Client shall be responsible for the Schools' compliance with the terms of all Licenses.

**Access to SpringBoard.** Schools will access the products (e.g. ELA for grade 10) licensed on SpringBoard Digital via the SpringBoard URL. Client understands and agrees that there is a risk of interruption to websites. SpringBoard Digital Access will be provided based on the number of students indicated when ordering for that specific school/institution within a particular district. Additionally, the website may be suspended from time to time for administrative purposes, as necessary, including but not limited to, system maintenance. College Board may change the technical functionality of the website at any time upon notice (where reasonable) to Client to the extent necessary to address technical and other business needs of College Board.

**Restrictions on Use.** Client shall not: (a) sell, rent, lease, loan, sublicense, disseminate, assign, reverse engineer, attempt to derive the source code of, transfer or otherwise provide access to third parties, make the website available for use by third parties or use the website for the benefit of any third party; (b) copy, delete, reproduce, modify, adapt, translate or create any derivative works from the website; (c) remove, alter, obscure or tamper with any trademark, copyright or other proprietary markings or notices affixed to or contained within the website; or (d) encourage or permit any user or other third party to engage in any of the foregoing. Client shall be responsible for ensuring that all students and teachers comply with the terms of this Schedule. If Client violates any of the provisions hereof, 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.** College Board maintains a relationship with and has agreements with certain vendors ("Service Provider(s)") for access to some of the services and tools offered through SpringBoard Digital. Client acknowledges and agrees that the information that is uploaded to SpringBoard Digital will be accessible to the applicable Service Provider for the sole purpose of providing those services to Client. Please be aware that any information supplied to Service Provider is subject to their security and privacy policies. College Board encourages Client to read the policies of Service Provider, because their privacy practices may differ from College Board's practices.

**Client Obligations.** Client shall provide certain information on the participating students in the Schools for the SpringBoard Program ("Registration Information"). Unless College Board otherwise directs, the Registration Information shall include each student's first and last name, grade, class section (by teacher name), school and district. At no additional cost to Client, Client may use a third party to upload and manage the Registration Information for students participating in the SpringBoard Program. Client and the third party shall enter into a separate written agreement documenting this arrangement. Client may also choose to manually update the Registration Information directly on the SpringBoard Site.

Client shall comply with the Family Educational Rights and Privacy Act, 20 U.S.C. s. 1232g, and its implementing regulations, 34 C.F.R. pt. 99 ("FERPA") in connection with the SpringBoard Program. Client shall obtain any and all consents necessary for students to participate in the SpringBoard Program, and Client shall include in its annual notification of rights under FERPA criteria that support the designation of College Board and its employees as school officials with legitimate educational interests. Client authorizes College Board to use personally identifiable, non-directory information to conduct studies with the purpose of improving instruction for the SpringBoard Program in accordance with 34 C.F.R. 99.31(a)(6)(i).

Client shall notify College Board of any changes to school participation, ELA student edition orders and License orders, as applicable. College Board may delay and/or withhold furnishing ELA student editions until Client confirms the student edition order.

Client shall be responsible for removing access to SpringBoard Digital for any personnel who no longer should have access to SpringBoard Digital, or promptly notifying College Board to request removal of any such access.

**Client Representations.** Client has designated as "directory information" for purposes of FERPA, a student's name, the most recent educational agency or institution attended, and the other items specifically identified as directory information in 34 C.F.R. 99.3. To the extent the Registration Information includes only such directory information, College Board may redisclose the Registration Information in accordance with the Privacy Policy without the consent of the parent or student eighteen (18) years of age or older. To the extent that the Registration Information or other personally identifiable information from education records of students disclosed by Client to College Board includes information other than directory information, for purposes of FERPA College Board and its employees and independent contractors are "school officials" whom Client has determined to have "legitimate educational interests", and Client may disclose such non-directory information to College Board consistent with FERPA and other applicable law and policy.

**General Disclaimer.** 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 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 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 COLLEGE BOARD OR ITS' AFFILIATES, SHALL NOT EXCEED THE ACTUAL AMOUNT PAID TO COLLEGE BOARD UNDER THIS AGREEMENT FOR THE SPECIFIC DELIVERABLE SUBJECT TO THE DAMAGES CLAIM.

IN NO EVENT WILL COLLEGE BOARD AND ITS AFFILIATES HAVE ANY LIABILITY TO PURCHASER IN CONNECTION WITH THIS AGREEMENT FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, 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, COLLEGE BOARD AGAINST THIRD PARTY CLAIMS THAT ARISE AS A RESULT OF THE BREACH OF THIS AGREEMENT BY CLIENT

**Ownership of Intellectual Property.** Client agrees and acknowledges that all intellectual property provided under or pertaining to this Agreement, including, but not limited to, any College Board publications, College Board website(s), CD-ROMS, videos, examinations and all items contained therein, including all copies thereof, all data and any parts thereof, all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights are the sole and exclusive property of College Board. Nothing in this Agreement should be interpreted to indicate that College Board is passing its proprietary rights in and to College Board Intellectual Property to the Client.

**Confidentiality.** All information exchanged hereunder to which either party shall have access in connection with this Agreement, including the terms of this Agreement, is confidential ("Confidential Information"), and except as otherwise expressly provided in this Agreement, neither party will authorize or permit the other party's Confidential Information to be conveyed or in any manner communicated to or made available to any third party or to be physically duplicated or reproduced or used by or for the benefit of any third party, in whole or in part; provided, however, that Confidential Information shall exclude any data or information that: (a) is publicly disclosed or expressly approved for public disclosure by the act of an authorized agent of either party; (b) becomes publicly known without breach of any confidentiality obligation; or (c) is required to be disclosed pursuant to any applicable law or regulation, government authority or duly authorized subpoena or court order, provided that the disclosing party in such event shall provide the other party with notice of such requirement as soon as practicable after such

#### **Data Protection.**

College Board shall take actions to protect the security and confidentiality of personally identifiable information that may be obtained pursuant to this Agreement in a manner consistent with industry standards. College Board will maintain a SOC 2 Type II report.

College Board has security measures in place designed to help protect against loss, misuse and alteration of the data under 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 personally identifiable information that may be obtained pursuant to this Agreement, as determined by College Board. College Board shall host content in a secure environment that uses Web Application Firewalls/security groups and other advanced technologies designed to prevent interference or access from outside intruders.

College Board encrypts personally identifiable information that may be obtained pursuant to this Agreement in transmission and storage where technically feasible and when designed as being appropriate by College Board. If not, other security controls may be implemented to reduce risk, mitigate risk, or otherwise protect the data as determined solely by College Board. When College Board's platforms are accessed using a supported web browser, Transport Layer Security ("TLS") or equivalent technology protects information while in transit, using both server authentication and data encryption to help secure the data and limit availability to only authorized users.

Client shall be responsible for removing access to College Board's platforms for any personnel who no longer should have access, or promptly notifying College Board to request removal of any such access.

College Board may use de-identified data: to improve the SpringBoard Program, to demonstrate the effectiveness of the SpringBoard Program, and for research or other purposes related to developing and improving the SpringBoard Program. College Board will share de-identified data with a third-party organization Adobe for the purpose of site analytics data. College Board's use of such de-identified data will survive termination of this Agreement.

**Security Measures.** College Board will extend the confidentiality requirements and security measures identified in this Agreement by contract to subcontractors used by College Board, if any, to provide services related to this Agreement. College Board will use appropriate and reliable storage media, regularly backup data and retain such backup copies for the duration of this Agreement, as defined by College Board. Client acknowledges that College Board utilizes cloud hosting service providers throughout its infrastructure. College Board will store personally identifiable information that may be obtained pursuant to this Agreement in the United States. To ensure the security and confidentiality of confidential records 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. College Board shall not disclose student records, except as specified under the terms of the Agreement, an Amendment or as required by law.

**Notice.** In the event of an unauthorized disclosure of student records which have been distributed or received in connection with this Agreement, Client and College Board agree to notify the other party, fully investigate the incident and fully cooperate with any investigation of the incident, implement remedial measures and respond in a timely manner. Such notification shall be promptly performed as information becomes available immediately upon becoming aware of: (1) a confirmed compromise of student records, or of (2) circumstances that could have reasonably resulted in an unauthorized access to or disclosure of these student records. Both Client and College Board acknowledge that in the event of an unauthorized disclosure computer forensics teams may require many days, weeks or even months to fully ascertain the details surrounding the disclosure which may delay prompt notification.

Where information is available, Client shall notify the parent or adult student of: (1) the nature of the unauthorized use or disclosure (e.g., security breach, nonconsensual re-disclosure, etc.); (2) the specific student records that were used or disclosed without authorization where possible; (3) what College Board and Client have done or will do to mitigate any effects of the unauthorized use or disclosure; and (4) what corrective action College Board and Client have taken or will take to prevent future occurrences. Except as otherwise required by law, College Board will not provide notice of the incident directly to the parent or adult student whose student records were involved, regulatory agencies, or other entities, without prior written permission from Client.

#### **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). 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 College Board website cookies do not contain personally identifiable information. Some Service Providers use cookies on College Board site(s). College Board has no access to or control over these cookies. This privacy statement covers the use of cookies by College Board website(s) only and does not cover the use of cookies by any third-party providers.



**Proprietary Rights.**

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Client agrees and acknowledges that Workshops and Products, including, but not limited to, training notes, and materials and booklets provided to participants, including all copies thereof, are the sole and exclusive property of College Board. Copying, disseminating or posting any SpringBoard Program material on Client's internal or any external website, including social media sites, or creating and sharing derivative works of the materials is a breach of Client's agreement with College Board and College Board's intellectual property rights. Client may solely use the Products described herein for the professional development and coaching services provided by College Board in connection with Workshop participants' knowledge and use of the SpringBoard Program.

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SpringBoardOrders@collegeboard.org

Questions? Contact the SpringBoard Team 877-999-7723

## Step 1. Provide contact information

School Name Willow Elementary

Contact for Materials Myrna Cerda

Contact Email Address myrna.cerda@sysdschools.org

Contact Phone (619)428-2231

IT Contact/Email todd.lewis@sysdschools.org

## Step 2. Provide shipping information &amp; enter quantities for your order.

All shipping related fields are required to prevent additional handling fees by the carrier.

Ship Location District's Warehouse Ship To Contact Manuel Bojorquez

Address 1 4350 Otay Mesa Road Phone (619)428-4476

City San Ysidro Email manuel.bojorquez@sysdschools.org

State CA Lift Gate Required? No

9-Digit Zip 92173 Inside Delivery? No

Receiving Hours 7:00 am - 1:00 pm

Receiving Location District's Warehouse

Math National Edition	STUDENT DIGITAL ACCESS				PRINT TEACHER EDITIONS			
	ISBN	Price	QTY	Cost	ISBN	Price	QTY	Cost
Course 1 - 2014©	978-1-4573-0380-7	\$16.70	113	\$ 1,887.10	978-1-4573-0155-1	\$91.00	0	\$ -
Course 2 - 2014©	978-1-4573-0381-4	\$16.70	0	\$ -	978-1-4573-0156-8	\$91.00	0	\$ -
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Math Total	\$1,887.10
ELA Total	\$0.00
Shipping 10%	\$0.00
Overall Total	\$1,887.10

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Purchase Order - Enter PO number &amp; send a copy via FAX or EMAIL

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	Chief Business Official	X	5/22/2025
Print Name	Title	Signature (REQUIRED)	Date

Continue to Page 2 for Terms and Conditions

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**Schools' Compliance with License Terms.** Client shall be responsible for the Schools' compliance with the terms of all Licenses.

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**Restrictions on Use.** Client shall not: (a) sell, rent, lease, loan, sublicense, disseminate, assign, reverse engineer, attempt to derive the source code of, transfer or otherwise provide access to third parties, make the website available for use by third parties or use the website for the benefit of any third party; (b) copy, delete, reproduce, modify, adapt, translate or create any derivative works from the website; (c) remove, alter, obscure or tamper with any trademark, copyright or other proprietary markings or notices affixed to or contained within the website; or (d) encourage or permit any user or other third party to engage in any of the foregoing. Client shall be responsible for ensuring that all students and teachers comply with the terms of this Schedule. If Client violates any of the provisions hereof, 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.** College Board maintains a relationship with and has agreements with certain vendors ("Service Provider(s)") for access to some of the services and tools offered through SpringBoard Digital. Client acknowledges and agrees that the information that is uploaded to SpringBoard Digital will be accessible to the applicable Service Provider for the sole purpose of providing those services to Client. Please be aware that any information supplied to Service Provider is subject to their security and privacy policies. College Board encourages Client to read the policies of Service Provider, because their privacy practices may differ from College Board's practices.

**Client Obligations.** Client shall provide certain information on the participating students in the Schools for the SpringBoard Program ("Registration Information"). Unless College Board otherwise directs, the Registration Information shall include each student's first and last name, grade, class section (by teacher name), school and district. At no additional cost to Client, Client may use a third party to upload and manage the Registration Information for students participating in the SpringBoard Program. Client and the third party shall enter into a separate written agreement documenting this arrangement. Client may also choose to manually update the Registration Information directly on the SpringBoard Site.

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**Limitation of Liability.** TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE TOTAL LIABILITY, IN THE AGGREGATE, OF 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 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 COLLEGE BOARD OR ITS' AFFILIATES, SHALL NOT EXCEED THE ACTUAL AMOUNT PAID TO COLLEGE BOARD UNDER THIS AGREEMENT FOR THE SPECIFIC DELIVERABLE SUBJECT TO THE DAMAGES CLAIM.

IN NO EVENT WILL COLLEGE BOARD AND ITS AFFILIATES HAVE ANY LIABILITY TO PURCHASER IN CONNECTION WITH THIS AGREEMENT FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, 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, COLLEGE BOARD AGAINST THIRD PARTY CLAIMS THAT ARISE AS A RESULT OF THE BREACH OF THIS AGREEMENT BY CLIENT

**Ownership of Intellectual Property.** Client agrees and acknowledges that all intellectual property provided under or pertaining to this Agreement, including, but not limited to, any College Board publications, College Board website(s), CD-ROMS, videos, examinations and all items contained therein, including all copies thereof, all data and any parts thereof, all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights are the sole and exclusive property of College Board. Nothing in this Agreement should be interpreted to indicate that College Board is passing its proprietary rights in and to College Board Intellectual Property to the Client.

**Confidentiality.** All information exchanged hereunder to which either party shall have access in connection with this Agreement, including the terms of this Agreement, is confidential ("Confidential Information"), and except as otherwise expressly provided in this Agreement, neither party will authorize or permit the other party's Confidential Information to be conveyed or in any manner communicated to or made available to any third party or to be physically duplicated or reproduced or used by or for the benefit of any third party, in whole or in part; provided, however, that Confidential Information shall exclude any data or information that: (a) is publicly disclosed or expressly approved for public disclosure by the act of an authorized agent of either party; (b) becomes publicly known without breach of any confidentiality obligation; or (c) is required to be disclosed pursuant to any applicable law or regulation, government authority or duly authorized subpoena or court order, provided that the disclosing party in such event shall provide the other party with notice of such requirement as soon as practicable after such

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College Board encrypts personally identifiable information that may be obtained pursuant to this Agreement in transmission and storage where technically feasible and when designed as being appropriate by College Board. If not, other security controls may be implemented to reduce risk, mitigate risk, or otherwise protect the data as determined solely by College Board. When College Board's platforms are accessed using a supported web browser, Transport Layer Security ("TLS") or equivalent technology protects information while in transit, using both server authentication and data encryption to help secure the data and limit availability to only authorized users.

Client shall be responsible for removing access to College Board's platforms for any personnel who no longer should have access, or promptly notifying College Board to request removal of any such access.

College Board may use de-identified data: to improve the SpringBoard Program, to demonstrate the effectiveness of the SpringBoard Program, and for research or other purposes related to developing and improving the SpringBoard Program. College Board will share de-identified data with a third-party organization Adobe for the purpose of site analytics data. College Board's use of such de-identified data will survive termination of this Agreement.

**Security Measures.** College Board will extend the confidentiality requirements and security measures identified in this Agreement by contract to subcontractors used by College Board, if any, to provide services related to this Agreement. College Board will use appropriate and reliable storage media, regularly backup data and retain such backup copies for the duration of this Agreement, as defined by College Board. Client acknowledges that College Board utilizes cloud hosting service providers throughout its infrastructure. College Board will store personally identifiable information that may be obtained pursuant to this Agreement in the United States. To ensure the security and confidentiality of confidential records 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. College Board shall not disclose student records, except as specified under the terms of the Agreement, an Amendment or as required by law.

**Notice.** In the event of an unauthorized disclosure of student records which have been distributed or received in connection with this Agreement, Client and College Board agree to notify the other party, fully investigate the incident and fully cooperate with any investigation of the incident, implement remedial measures and respond in a timely manner. Such notification shall be promptly performed as information becomes available immediately upon becoming aware of: (1) a confirmed compromise of student records, or of (2) circumstances that could have reasonably resulted in an unauthorized access to or disclosure of these student records. Both Client and College Board acknowledge that in the event of an unauthorized disclosure computer forensics teams may require many days, weeks or even months to fully ascertain the details surrounding the disclosure which may delay prompt notification.

Where information is available, Client shall notify the parent or adult student of: (1) the nature of the unauthorized use or disclosure (e.g., security breach, nonconsensual re-disclosure, etc.); (2) the specific student records that were used or disclosed without authorization where possible; (3) what College Board and Client have done or will do to mitigate any effects of the unauthorized use or disclosure; and (4) what corrective action College Board and Client have taken or will take to prevent future occurrences. Except as otherwise required by law, College Board will not provide notice of the incident directly to the parent or adult student whose student records were involved, regulatory agencies, or other entities, without prior written permission from Client.

#### **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). 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 College Board website cookies do not contain personally identifiable information. Some Service Providers use cookies on College Board site(s). College Board has no access to or control over these cookies. This privacy statement covers the use of cookies by College Board website(s) only and does not cover the use of cookies by any third-party providers.

**Proprietary Rights.**

College Board and its Service Providers have expended substantial time, effort, and funds to create the website(s) and SpringBoard Digital. Client acknowledges and agrees that 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 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 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 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 College Board. **Client agrees not to reproduce, duplicate, copy, sell, resell, or exploit for any commercial purposes any portion of the SpringBoard Program, use of the SpringBoard Program, or access to the SpringBoard Program.**

Client agrees and acknowledges that Workshops and Products, including, but not limited to, training notes, and materials and booklets provided to participants, including all copies thereof, are the sole and exclusive property of College Board. Copying, disseminating or posting any SpringBoard Program material on Client's internal or any external website, including social media sites, or creating and sharing derivative works of the materials is a breach of Client's agreement with College Board and College Board's intellectual property rights. Client may solely use the Products described herein for the professional development and coaching services provided by College Board in connection with Workshop participants' knowledge and use of the SpringBoard Program.

Except for the license expressly granted herein, Client shall have no rights to or other interests in SpringBoard Digital, materials or Content. College Board reserves all rights not explicitly granted to Client under this Schedule.

**Client agrees that it shall not post any SpringBoard Program material on Client's internal or any external website and shall advise all SpringBoard Program teachers and students that posting any such material, including answers to any questions on SpringBoard Digital or in SpringBoard student or teacher editions is a violation of College Board's copyright. Client agrees that it shall not offer for resale and shall advise its teachers and administrators 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, pandemic, act of war, terrorism, riot, fire, explosion, flood or other circumstance that is beyond the control of, and could not reasonably be avoided by, such party.

**Payment.** This Agreement supersedes any conflicting terms and conditions contained in Client's purchase order. Client shall pay all shipping charges including any additional fees for expedited shipping requested by Client. Client may return or exchange, at Client's expense, consumable editions which are in new condition and have not yet been used up to thirty (30) days after receipt. College Board will issue refunds within thirty (30) days upon receipt of the returned editions for accounts that have been paid.

Client agrees to pay any applicable sales, use, value added or other taxes or import duties (other than College Board's corporate income taxes) based on, or due as a result of, any fees paid to College Board under this Schedule, unless Client is exempt from such taxes as the result of Client's corporate or government status. Client shall furnish College Board with a valid tax exemption certificate.

## 2025-2026 California Digital Order Form

To place an order, return signed order form with purchase order or confirmation of payment to:  
**SpringBoardOrders@collegeboard.org**

Questions? Contact the SpringBoard Team 877-999-7723

## Step 1. Provide contact information

School Name San Ysidro Middle School  
 Contact for Materials Mairen Ruiz  
 Contact Email Address mairen.ruiz@sysdschools.org  
 Contact Phone (619)428-5551  
 IT Contact/Email todd.lewis@sysdschools.org

## Step 2. Provide shipping information &amp; enter quantities for your order.

All shipping related fields are required to prevent additional handling fees by the carrier.

Ship Location District's Warehouse Ship To Contact Manuel Bojorquez  
 Address 1 4350 Otay Mesa Road Phone (619)428-4476  
 City San Ysidro Email manuel.bojorquez@sysdschools.org  
 State CA Lift Gate Required? No  
 9-Digit Zip 92173 Inside Delivery? No  
 Receiving Hours 7:00 am - 1:00 pm  
 Receiving Location District's Warehouse

Math National Edition	STUDENT DIGITAL ACCESS				PRINT TEACHER EDITIONS			
	ISBN	Price	QTY	Cost	ISBN	Price	QTY	Cost
Course 1 - 2014©	978-1-4573-0380-7	\$16.70		\$ -	978-1-4573-0155-1	\$91.00	0	\$ -
Course 2 - 2014©	978-1-4573-0381-4	\$16.70	350	\$ 5,845.00	978-1-4573-0156-8	\$91.00	0	\$ -
Course 3 - 2014©	978-1-4573-0382-1	\$16.70	230	\$ 3,841.00	978-1-4573-0157-5	\$91.00	0	\$ -
Algebra 1 - 2014©	978-1-4573-0383-8	\$17.70	36	\$ 637.20	978-1-4573-0158-2	\$94.00	0	\$ -
Geometry - 2015©	978-1-4573-0384-5	\$18.20	0	\$ -	978-1-4573-0159-9	\$98.00	0	\$ -
Algebra 2 - 2015©	978-1-4573-0385-2	\$18.20	0	\$ -	978-1-4573-0160-5	\$98.00	0	\$ -
Precalculus - 2015©	978-1-4573-0386-9	\$18.20	0	\$ -	978-1-4573-0161-2	\$98.00	0	\$ -
ELA & ELD California Edition	STUDENT ELA & ELD DIGITAL ACCESS				PRINT ELA TEACHER EDITIONS			
	ISBN	Price	Quantity	Cost	ISBN	Price	Quantity	Cost
Grade 6 - 2017©	160071431	\$18.00	0	\$ -	978-1-4573-0469-9	\$92.00	0	\$ -
Grade 7 - 2017©	160071432	\$18.00	0	\$ -	978-1-4573-0470-5	\$92.00	0	\$ -
Grade 8 - 2017©	160071433	\$18.00	0	\$ -	978-1-4573-0471-2	\$92.00	0	\$ -
Grade 9 - 2017©	160071434	\$18.70	0	\$ -	978-1-4573-0472-9	\$98.00	0	\$ -
Grade 10 - 2017©	160071435	\$18.70	0	\$ -	978-1-4573-0473-6	\$98.00	0	\$ -
Grade 11 - 2017©	160071436	\$18.70	0	\$ -	978-1-4573-0474-3	\$98.00	0	\$ -
Senior English - 2017©	160071437	\$18.70	0	\$ -	978-1-4573-0475-0	\$98.00	0	\$ -

Math Total	\$10,323.20
ELA Total	\$0.00
Shipping 10%	\$0.00
Overall Total	\$10,323.20

## Step 3. Indicate Payment and Sign Order Form (ORDER WILL NOT BE PROCESSED WITHOUT A SIGNATURE BELOW)

Purchase Order - Enter PO number & send a copy via FAX or EMAIL

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	Chief Business Official	X	5/22/2025
Print Name	Title	Signature (REQUIRED)	Date

Continue to Page 2 for Terms and Conditions



## Policies

Below are the terms and conditions for your use of SpringBoard®.

By acquiring College Board's SpringBoard® program, you ("Client" or "You") accept the terms of this Agreement. Should Client fail to comply with these requirements, College Board will terminate online access without liability. If Client subscribes to SpringBoard pursuant to a separate written contract or order form with College Board ("CRS Agreement"), the terms of the separate written CRS Agreement between College Board and Client for SpringBoard supersede the terms contained herein to the extent they conflict with any terms in this Agreement.

**SpringBoard® Program Overview.** College Board's SpringBoard Program, a proprietary program that helps prepare 6th through 12th grade students to succeed at college-level work, includes printed student and teacher editions for English Language Arts (ELA), a website license to SpringBoard Digital and professional learning, workshops, coaching services and institutes, that feature rigorous standards, instructional resources, and formative assessments in mathematics and/or English language arts through a web-supported, integrated program (the "SpringBoard Program").

**License Grant.** The following licenses are referred to herein collectively as the "Licenses".

**Site License.** College Board hereby grants to Client a limited, non-exclusive, non-transferable, non-assignable, revocable license during the Term of this Agreement to access and use the SpringBoard website ("SpringBoard Digital") and to allow each of the participating schools (the "Schools") to use SpringBoard Digital and to use all content available on SpringBoard Digital in print or otherwise provided to Client via a College Board URL designated with the Client's name. Access to SpringBoard Digital is for the sole purpose of improving teaching and learning of students in the grades designated by Client in mathematics and/or English language arts within the Schools.

**Schools' Compliance with License Terms.** Client shall be responsible for the Schools' compliance with the terms of all Licenses.

**Access to SpringBoard.** Schools will access the products (e.g. ELA for grade 10) licensed on SpringBoard Digital via the SpringBoard URL. Client understands and agrees that there is a risk of interruption to websites. SpringBoard Digital Access will be provided based on the number of students indicated when ordering for that specific school/institution within a particular district. Additionally, the website may be suspended from time to time for administrative purposes, as necessary, including but not limited to, system maintenance. College Board may change the technical functionality of the website at any time upon notice (where reasonable) to Client to the extent necessary to address technical and other business needs of College Board.

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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). 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 College Board website cookies do not contain personally identifiable information. Some Service Providers use cookies on College Board site(s). College Board has no access to or control over these cookies. This privacy statement covers the use of cookies by College Board website(s) only and does not cover the use of cookies by any third-party providers.



**Proprietary Rights.**

College Board and its Service Providers have expended substantial time, effort, and funds to create the website(s) and SpringBoard Digital. Client acknowledges and agrees that 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 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 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 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 College Board. **Client agrees not to reproduce, duplicate, copy, sell, resell, or exploit for any commercial purposes any portion of the SpringBoard Program, use of the SpringBoard Program, or access to the SpringBoard Program.**

Client agrees and acknowledges that Workshops and Products, including, but not limited to, training notes, and materials and booklets provided to participants, including all copies thereof, are the sole and exclusive property of College Board. Copying, disseminating or posting any SpringBoard Program material on Client's internal or any external website, including social media sites, or creating and sharing derivative works of the materials is a breach of Client's agreement with College Board and College Board's intellectual property rights. Client may solely use the Products described herein for the professional development and coaching services provided by College Board in connection with Workshop participants' knowledge and use of the SpringBoard Program.

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**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, pandemic, act of war, terrorism, riot, fire, explosion, flood or other circumstance that is beyond the control of, and could not reasonably be avoided by, such party.

**Payment.** This Agreement supersedes any conflicting terms and conditions contained in Client's purchase order. Client shall pay all shipping charges including any additional fees for expedited shipping requested by Client. Client may return or exchange, at Client's expense, consumable editions which are in new condition and have not yet been used up to thirty (30) days after receipt. College Board will issue refunds within thirty (30) days upon receipt of the returned editions for accounts that have been paid.

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## 2025-2026 California Digital Order Form

To place an order, return signed order form with purchase order or confirmation of payment to:  
**SpringBoardOrders@collegeboard.org**

Questions? Contact the SpringBoard Team 877-999-7723

## Step 1. Provide contact information

School Name Vista Del Mar Middle School  
 Contact for Materials Irene Herrera Cevallos  
 Contact Email Address irene.herrera-cevallos@sysdschools.org  
 Contact Phone (619)661-6753  
 IT Contact/Email todd.lewis@sysdschools.org

## Step 2. Provide shipping information &amp; enter quantities for your order.

All shipping related fields are required to prevent additional handling fees by the carrier.

Ship Location District's Warehouse Ship To Contact Manuel Bojorquez  
 Address 1 4350 Otay Mesa Road Phone (619)428-4476  
 City San Ysidro Email manuel.bojorquez@sysdschools.org  
 State CA Lift Gate Required? No  
 9-Digit Zip 92173 Inside Delivery? No  
 Receiving Hours 7:00 am - 1:00 pm  
 Receiving Location District's Warehouse

Math National Edition	STUDENT DIGITAL ACCESS				PRINT TEACHER EDITIONS			
	ISBN	Price	QTY	Cost	ISBN	Price	QTY	Cost
Course 1 - 2014©	978-1-4573-0380-7	\$16.70	206	\$ 3,440.20	978-1-4573-0155-1	\$91.00	0	\$ -
Course 2 - 2014©	978-1-4573-0381-4	\$16.70	171	\$ 2,855.70	978-1-4573-0156-8	\$91.00	0	\$ -
Course 3 - 2014©	978-1-4573-0382-1	\$16.70	198	\$ 3,306.60	978-1-4573-0157-5	\$91.00	0	\$ -
Algebra 1 - 2014©	978-1-4573-0383-8	\$17.70	36	\$ 637.20	978-1-4573-0158-2	\$94.00	0	\$ -
Geometry - 2015©	978-1-4573-0384-5	\$18.20	0	\$ -	978-1-4573-0159-9	\$98.00	0	\$ -
Algebra 2 - 2015©	978-1-4573-0385-2	\$18.20	0	\$ -	978-1-4573-0160-5	\$98.00	0	\$ -
Precalculus - 2015©	978-1-4573-0386-9	\$18.20	0	\$ -	978-1-4573-0161-2	\$98.00	0	\$ -
ELA & ELD California Edition	STUDENT ELA & ELD DIGITAL ACCESS				PRINT ELA TEACHER EDITIONS			
	ISBN	Price	Quantity	Cost	ISBN	Price	Quantity	Cost
Grade 6 - 2017©	160071431	\$18.00	0	\$ -	978-1-4573-0469-9	\$92.00	0	\$ -
Grade 7 - 2017©	160071432	\$18.00	0	\$ -	978-1-4573-0470-5	\$92.00	0	\$ -
Grade 8 - 2017©	160071433	\$18.00	0	\$ -	978-1-4573-0471-2	\$92.00	0	\$ -
Grade 9 - 2017©	160071434	\$18.70	0	\$ -	978-1-4573-0472-9	\$98.00	0	\$ -
Grade 10 - 2017©	160071435	\$18.70	0	\$ -	978-1-4573-0473-6	\$98.00	0	\$ -
Grade 11 - 2017©	160071436	\$18.70	0	\$ -	978-1-4573-0474-3	\$98.00	0	\$ -
Senior English - 2017©	160071437	\$18.70	0	\$ -	978-1-4573-0475-0	\$98.00	0	\$ -

Math Total	\$10,239.70
ELA Total	\$0.00
Shipping 10%	\$0.00
Overall Total	\$10,239.70

## Step 3. Indicate Payment and Sign Order Form (ORDER WILL NOT BE PROCESSED WITHOUT A SIGNATURE BELOW)

Purchase Order - Enter PO number & send a copy via FAX or EMAIL

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	Chief Business Official	X	5/22/2025
Print Name	Title	Signature (REQUIRED)	Date

Continue to Page 2 for Terms and Conditions

## Policies

Below are the terms and conditions for your use of SpringBoard®.

By acquiring College Board's SpringBoard® program, you ("Client" or "You") accept the terms of this Agreement. Should Client fail to comply with these requirements, College Board will terminate online access without liability. If Client subscribes to SpringBoard pursuant to a separate written contract or order form with College Board ("CRS Agreement"), the terms of the separate written CRS Agreement between College Board and Client for SpringBoard supersede the terms contained herein to the extent they conflict with any terms in this Agreement.

**SpringBoard® Program Overview.** College Board's SpringBoard Program, a proprietary program that helps prepare 6th through 12th grade students to succeed at college-level work, includes printed student and teacher editions for English Language Arts (ELA), a website license to SpringBoard Digital and professional learning, workshops, coaching services and institutes, that feature rigorous standards, instructional resources, and formative assessments in mathematics and/or English language arts through a web-supported, integrated program (the "SpringBoard Program").

**License Grant.** The following licenses are referred to herein collectively as the "Licenses".

**Site License.** College Board hereby grants to Client a limited, non-exclusive, non-transferable, non-assignable, revocable license during the Term of this Agreement to access and use the SpringBoard website ("SpringBoard Digital") and to allow each of the participating schools (the "Schools") to use SpringBoard Digital and to use all content available on SpringBoard Digital in print or otherwise provided to Client via a College Board URL designated with the Client's name. Access to SpringBoard Digital is for the sole purpose of improving teaching and learning of students in the grades designated by Client in mathematics and/or English language arts within the Schools.

**Schools' Compliance with License Terms.** Client shall be responsible for the Schools' compliance with the terms of all Licenses.

**Access to SpringBoard.** Schools will access the products (e.g. ELA for grade 10) licensed on SpringBoard Digital via the SpringBoard URL. Client understands and agrees that there is a risk of interruption to websites. SpringBoard Digital Access will be provided based on the number of students indicated when ordering for that specific school/institution within a particular district. Additionally, the website may be suspended from time to time for administrative purposes, as necessary, including but not limited to, system maintenance. College Board may change the technical functionality of the website at any time upon notice (where reasonable) to Client to the extent necessary to address technical and other business needs of College Board.

**Restrictions on Use.** Client shall not: (a) sell, rent, lease, loan, sublicense, disseminate, assign, reverse engineer, attempt to derive the source code of, transfer or otherwise provide access to third parties, make the website available for use by third parties or use the website for the benefit of any third party; (b) copy, delete, reproduce, modify, adapt, translate or create any derivative works from the website; (c) remove, alter, obscure or tamper with any trademark, copyright or other proprietary markings or notices affixed to or contained within the website; or (d) encourage or permit any user or other third party to engage in any of the foregoing. Client shall be responsible for ensuring that all students and teachers comply with the terms of this Schedule. If Client violates any of the provisions hereof, 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.** College Board maintains a relationship with and has agreements with certain vendors ("Service Provider(s)") for access to some of the services and tools offered through SpringBoard Digital. Client acknowledges and agrees that the information that is uploaded to SpringBoard Digital will be accessible to the applicable Service Provider for the sole purpose of providing those services to Client. Please be aware that any information supplied to Service Provider is subject to their security and privacy policies. College Board encourages Client to read the policies of Service Provider, because their privacy practices may differ from College Board's practices.

**Client Obligations.** Client shall provide certain information on the participating students in the Schools for the SpringBoard Program ("Registration Information"). Unless College Board otherwise directs, the Registration Information shall include each student's first and last name, grade, class section (by teacher name), school and district. At no additional cost to Client, Client may use a third party to upload and manage the Registration Information for students participating in the SpringBoard Program. Client and the third party shall enter into a separate written agreement documenting this arrangement. Client may also choose to manually update the Registration Information directly on the SpringBoard Site.

Client shall comply with the Family Educational Rights and Privacy Act, 20 U.S.C. s. 1232g, and its implementing regulations, 34 C.F.R. pt. 99 ("FERPA") in connection with the SpringBoard Program. Client shall obtain any and all consents necessary for students to participate in the SpringBoard Program, and Client shall include in its annual notification of rights under FERPA criteria that support the designation of College Board and its employees as school officials with legitimate educational interests. Client authorizes College Board to use personally identifiable, non-directory information to conduct studies with the purpose of improving instruction for the SpringBoard Program in accordance with 34 C.F.R. 99.31(a)(6)(i).

Client shall notify College Board of any changes to school participation, ELA student edition orders and License orders, as applicable. College Board may delay and/or withhold furnishing ELA student editions until Client confirms the student edition order.

Client shall be responsible for removing access to SpringBoard Digital for any personnel who no longer should have access to SpringBoard Digital, or promptly notifying College Board to request removal of any such access.

**Client Representations.** Client has designated as "directory information" for purposes of FERPA, a student's name, the most recent educational agency or institution attended, and the other items specifically identified as directory information in 34 C.F.R. 99.3. To the extent the Registration Information includes only such directory information, College Board may redisclose the Registration Information in accordance with the Privacy Policy without the consent of the parent or student eighteen (18) years of age or older. To the extent that the Registration Information or other personally identifiable information from education records of students disclosed by Client to College Board includes information other than directory information, for purposes of FERPA College Board and its employees and independent contractors are "school officials" whom Client has determined to have "legitimate educational interests", and Client may disclose such non-directory information to College Board consistent with FERPA and other applicable law and policy.

**General Disclaimer.** 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 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 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 COLLEGE BOARD OR ITS' AFFILIATES, SHALL NOT EXCEED THE ACTUAL AMOUNT PAID TO COLLEGE BOARD UNDER THIS AGREEMENT FOR THE SPECIFIC DELIVERABLE SUBJECT TO THE DAMAGES CLAIM.

IN NO EVENT WILL COLLEGE BOARD AND ITS AFFILIATES HAVE ANY LIABILITY TO PURCHASER IN CONNECTION WITH THIS AGREEMENT FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, 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, COLLEGE BOARD AGAINST THIRD PARTY CLAIMS THAT ARISE AS A RESULT OF THE BREACH OF THIS AGREEMENT BY CLIENT

**Ownership of Intellectual Property.** Client agrees and acknowledges that all intellectual property provided under or pertaining to this Agreement, including, but not limited to, any College Board publications, College Board website(s), CD-ROMS, videos, examinations and all items contained therein, including all copies thereof, all data and any parts thereof, all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights are the sole and exclusive property of College Board. Nothing in this Agreement should be interpreted to indicate that College Board is passing its proprietary rights in and to College Board Intellectual Property to the Client.

**Confidentiality.** All information exchanged hereunder to which either party shall have access in connection with this Agreement, including the terms of this Agreement, is confidential ("Confidential Information"), and except as otherwise expressly provided in this Agreement, neither party will authorize or permit the other party's Confidential Information to be conveyed or in any manner communicated to or made available to any third party or to be physically duplicated or reproduced or used by or for the benefit of any third party, in whole or in part; provided, however, that Confidential Information shall exclude any data or information that: (a) is publicly disclosed or expressly approved for public disclosure by the act of an authorized agent of either party; (b) becomes publicly known without breach of any confidentiality obligation; or (c) is required to be disclosed pursuant to any applicable law or regulation, government authority or duly authorized subpoena or court order, provided that the disclosing party in such event shall provide the other party with notice of such requirement as soon as practicable after such

#### **Data Protection.**

College Board shall take actions to protect the security and confidentiality of personally identifiable information that may be obtained pursuant to this Agreement in a manner consistent with industry standards. College Board will maintain a SOC 2 Type II report.

College Board has security measures in place designed to help protect against loss, misuse and alteration of the data under 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 personally identifiable information that may be obtained pursuant to this Agreement, as determined by College Board. College Board shall host content in a secure environment that uses Web Application Firewalls/security groups and other advanced technologies designed to prevent interference or access from outside intruders.

College Board encrypts personally identifiable information that may be obtained pursuant to this Agreement in transmission and storage where technically feasible and when designed as being appropriate by College Board. If not, other security controls may be implemented to reduce risk, mitigate risk, or otherwise protect the data as determined solely by College Board. When College Board's platforms are accessed using a supported web browser, Transport Layer Security ("TLS") or equivalent technology protects information while in transit, using both server authentication and data encryption to help secure the data and limit availability to only authorized users.

Client shall be responsible for removing access to College Board's platforms for any personnel who no longer should have access, or promptly notifying College Board to request removal of any such access.

College Board may use de-identified data: to improve the SpringBoard Program, to demonstrate the effectiveness of the SpringBoard Program, and for research or other purposes related to developing and improving the SpringBoard Program. College Board will share de-identified data with a third-party organization Adobe for the purpose of site analytics data. College Board's use of such de-identified data will survive termination of this Agreement.

**Security Measures.** College Board will extend the confidentiality requirements and security measures identified in this Agreement by contract to subcontractors used by College Board, if any, to provide services related to this Agreement. College Board will use appropriate and reliable storage media, regularly backup data and retain such backup copies for the duration of this Agreement, as defined by College Board. Client acknowledges that College Board utilizes cloud hosting service providers throughout its infrastructure. College Board will store personally identifiable information that may be obtained pursuant to this Agreement in the United States. To ensure the security and confidentiality of confidential records 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. College Board shall not disclose student records, except as specified under the terms of the Agreement, an Amendment or as required by law.

**Notice.** In the event of an unauthorized disclosure of student records which have been distributed or received in connection with this Agreement, Client and College Board agree to notify the other party, fully investigate the incident and fully cooperate with any investigation of the incident, implement remedial measures and respond in a timely manner. Such notification shall be promptly performed as information becomes available immediately upon becoming aware of: (1) a confirmed compromise of student records, or of (2) circumstances that could have reasonably resulted in an unauthorized access to or disclosure of these student records. Both Client and College Board acknowledge that in the event of an unauthorized disclosure computer forensics teams may require many days, weeks or even months to fully ascertain the details surrounding the disclosure which may delay prompt notification.

Where information is available, Client shall notify the parent or adult student of: (1) the nature of the unauthorized use or disclosure (e.g., security breach, nonconsensual re-disclosure, etc.); (2) the specific student records that were used or disclosed without authorization where possible; (3) what College Board and Client have done or will do to mitigate any effects of the unauthorized use or disclosure; and (4) what corrective action College Board and Client have taken or will take to prevent future occurrences. Except as otherwise required by law, College Board will not provide notice of the incident directly to the parent or adult student whose student records were involved, regulatory agencies, or other entities, without prior written permission from Client.

#### **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). 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 College Board website cookies do not contain personally identifiable information. Some Service Providers use cookies on College Board site(s). College Board has no access to or control over these cookies. This privacy statement covers the use of cookies by College Board website(s) only and does not cover the use of cookies by any third-party providers.

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**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** May 22, 2025

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

**FROM:**  
Educational Services  
Manuel Bojorquez, Assistant  
Superintendent

☐ Informational  
☒ Action

**AGENDA ITEM:** EDUCATIONAL FIELD TRIP TO SOUTHWESTERN COLLEGE FOR  
STUDENTS PARTICIPATING IN THE Y.E.S. ACADEMY

**BACKGROUND INFORMATION:**

The Y.E.S. Academy offers challenging & enriching courses that allow students to learn something new or refine their skills through projects, practice, discussions, and hands-on experiences. Each course provides students with a new and unique experience in a college atmosphere that promotes a well-rounded opportunity to gain experience through instruction and experiential learning.

Educational Services is requesting approval for up to one hundred students to participate in the Y.E.S. Academy. Students can register for up to two courses and the Writer's Café during the first session, which is scheduled for June 16 through June 27, 2025. All courses will be in-person at the SWC main campus located at 900 Otay Lakes Road, Chula Vista.

Cost implications include:

- Registration fees, lunch, and T-shirts from Southwestern College - \$76,900.00
- Transportation services from Sun Diego Charter - \$21,000.00
- Compensation for District chaperones – Approximately \$27,100.00

**RECOMMENDATION:**

Approve the educational field trip to Southwestern College for approximately one hundred students to participate in the Y.E.S. Academy this summer at the total cost of \$125,000.00 from the ELO-P fund.

**LCAP GOAL AND ACTION/SERVICE:**

Goal #1: Student Achievement. – Enhance student achievement across all demographics, focusing on accelerating learning for English learners and students with disabilities. This includes improving English language and academic proficiency outcomes to ensure universal access to Common Core State Standards (CCSS), aiming for English learners (ELs) to demonstrate annual expected progress and achieve reclassification within five years or less. ~ Action 1.2

☐ Renewal    ☒ New    ☐ Amendment    ☐ Ratify    ☐ Other

Financial Implications?

☒ Yes    ☐ No

Are funds for this item available in the 2024-2025 Budget?

☒ Yes    ☐ No

Requisition #

\$125,000.00

(Amount)

ELO-P Fund

(Name of funding source and/or location)

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



# Proposal for Y.E.S. Academy Classes

*Issued 3/12/25*

## **Purpose**

This agreement establishes a collaborative partnership between Southwestern Community College District's Y.E.S. Academy and San Ysidro Elementary School District (SYSD) to provide students with enriching educational experiences in a college environment. The following outlines the roles and responsibilities of each party for the Summer Program 2025.

## **Program Sessions**

- **Session I:** June 16, 2025 – June 27, 2025 (no class 6/19, 6/20, 6/27)
  - Times: 9:00am - 11:30am & 12pm -2:30pm
  - Writer's Cafe: 11:30am - 11:55am

## **San Ysidro Elementary School District Responsibilities**

### **1. Student Identification**

- Identify up to 100 students in the Y.E.S. Academy Summer Program for Session I classes.
- Ensure each student selects both a first and second choice for morning (AM) and afternoon (PM) classes to facilitate enrollment in preferred classes.

### **2. Financial Commitments**

- Payment for up to two classes per student (200 seats total).
- Payment for the Writers' Café for each identified student- a 25-minute lunch period between classes.
- Payment for lunches for all SYSD students attending the program at \$15 per student/per day (7 days).
- Payment for royal blue Y.E.S. Academy T-shirts sizes for students and chaperones at \$14 each.

### **3. Transportation and Supervision**

- Arrange bus transportation for students requiring transit to and from Southwestern College's Chula Vista campus (900 Otay Lakes Road, Chula Vista, CA 91910).
- Provide one (1) chaperone per bus to accompany students to and from the college. Ensure chaperones are present from 8:30 AM to 2:30 PM to assist in monitoring students during Y.E.S. Academy classes and Writer's Cafe.

- Provide names and contact information of chaperones to Southwestern College.
  - Ensure messaging to each parent conveys that any student who travels from SYSD to SWC on the bus must return to SYSD via bus.
4. **Administrative Coordination**
- Designate a primary point of contact within SYSD for all communications related to session changes and other program matters.

## **Southwestern Community College District Responsibilities**

1. **Program Administration**
  - Provide data on prior year enrollment and trends to assist SYSD in planning.
  - Register and enroll SYSD students into their selected Y.E.S. Academy classes and communicate with parents as needed.
2. **Student Services**
  - Provide lunches for students and chaperones.
  - Coordinate lunch arrangements and provide a designated area for students to dine.
  - Supply Y.E.S. Academy T-shirts for all participating SYSD students and chaperones.
  - Provide information regarding bus drop-off and pick-up locations.
3. **Communication/Billing**
  - Provide SYSD's Office of Educational Services with a list of enrolled students by June 2, 2025.
  - Issue an invoice detailing the total cost of services within 13 days after the conclusion of Session I.
4. **Course Enrollment Management**
  - Notify SYSD and parents at least 5 business days prior to the session start if a class is canceled for low enrollment. A minimum enrollment of 12 students is required to offer a class. In such cases, efforts will be made to reassign affected students to their second-choice class or another suitable option.
5. **Program Evaluation**
  - Distribute course surveys via google to students and parents to evaluate the program's effectiveness and gather feedback for future improvements 5 days after last session date. An evaluation report will be shared with SYSD if requested.
6. **Administrative Coordination**
  - Designate a primary point of contact within Southwestern Community College District for all communications related to the program.

## **Program Pricing & Structure**



Southwestern College Y.E.S. Academy has structured its courses into two categories: Career Exploration and Personal Interest courses. This approach supports early career exposure while fostering individual growth and self-identity.

Below is a list of available courses for students in **grades 4 through 9**, along with their respective categories and fees.

Each course will accommodate up to 20 students.

Courses Title	Career Exploration	Personal Interest	Fee
The Art of Cartoon Caricature Sketch (AM/PM)	x		\$185
Modern Band (Beginner and Intermediate) (AM/PM)	x		\$185
The Filmmaker's Playground: Crafting the Commercial (AM/PM)	x	x	\$185
Musical Theater Dance (AM/PM)	x		\$185
Part I Melody Makers: Learn to Read & Play Piano! (AM/PM)	x		\$185
Pottery: Creating with Clay (AM/PM)	x		\$185
Bloom Creators: Exploring the Art & Business of Floral Design (AM/PM)	x	x	\$185
Asian Cultures in America: Crafts, Food & Dance (AM)		x	\$185

Part I Drone Zone: Soaring into STEAM (AM) 6th - 9th Part II Drone Zone: Soaring into STEAM (PM) 6th - 9th	x		\$185
Beginning Touch Typing: The Fun Way! (AM)		x	\$185

Each course is offered as a morning (AM) or afternoon (PM) session unless otherwise specified. Students can explore hands-on experiences in creative fields while also pursuing personal interests in a fun and engaging learning environment.

#### Price Breakdown

- **2 Classes (per student):** \$370.00
- **Writers' Café (7 days/\$40 per day):** \$280.00
- **Lunches (7 days/\$15/per day):** \$105.00
- **T-Shirt:** \$14.00

**Total Per Student:** Not to exceed \$769.00

**Project Total:** Not to exceed \$76,900 (100 students at \$769 per student)

#### Invoicing and Payment Terms

Southwestern College – Y.E.S. Academy will invoice SYSD for each attending student within 15 days following the completion of Session (I).

Southwestern College Y.E.S. Academy Contact:

Tonette Salter, Specialist

Email: [tsalter@swccd.edu](mailto:tsalter@swccd.edu)

Phone: 619-421-6700 x5953

# SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

**TO:** Governing Board

**BOARD MEETING DATE:** May 22, 2025

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

**FROM:**  
Vista Del Mar Middle School  
Irene Herrera-Cevallos, Principal

☐ Informational  
☒ Action

**AGENDA ITEM:** TEAM PLAN MEMBERSHIP FROM CLASSWORK CO, DBA CLASSKICK

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## BACKGROUND INFORMATION:

Classkick is a digital formative assessment tool used by teachers to create interactive assignments and lessons that students can work on individually or in groups using their devices. It allows teachers to provide real-time feedback and see student progress as they work. Students can also use the platform to request help from their peers.

The principal at Vista Del Mar Middle School is requesting approval to purchase the Team Plan membership from Classwork Co, dba Classkick to be used during the 2025-26 school year.

Cost implication: \$799.00 for the one-year membership

## RECOMMENDATION:

Approve the purchase of the Team Plan membership from Classwork Co, dba Classkick for Vista Del Mar Middle School at the total cost of \$799.00 to be paid from the Title I fund.

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## LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement, Action 1.8: *Supplemental Material and Professional Development Support*

Continue to provide professional development for supplemental programs and resources (i.e., educational software, math manipulatives, dual language, and language acquisition materials) to support student achievement in core content areas and language acquisition for all students, including unduplicated students, and LTELs.

☐ Renewal    ☒ New    ☐ Amendment    ☐ Ratify    ☐ Other

Financial Implications?

☒ Yes    ☐ No

Are funds for this item available in the 2025-2026 Budget?

☒ Yes    ☐ No

Requisition #

\$799.00

(Amount)

Title I Fund

(Name of funding source and/or location)

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

**Vendor**

CLASSWORK CO DBA Classkick  
Email: [pro@classkick.com](mailto:pro@classkick.com)

**School**

Vista Del Mar School  
San Diego, California, United States

**Quote #64688**

Quote Issued: 04/10/2025  
Quote Expires: 10/30/2025

## Quote Order Details

Team Plan Memberships are active upon purchase. A school plan provides access to up to 1,500 students.

In order to take advantage of any promotional discounts, this quote must be paid before the end of the promotional time period.

Description	# of School Years	Qty	Quote Price
Team Plan	1 school year <a href="#">Change this</a> Start: Jun 30, 2025 End: Jun 30, 2026	1	\$799
<b>Total</b>			<b>\$799</b>

[Reserve Price](#)

Visit our [FAQs](#) for more details

### School Details

Teachers at Vista Del Mar School this year gave students thousands of pages of Classkick work - saving what at most schools is about \$1,598 on paper, ink, copier and printer costs. Each time, Vista Del Mar School students engaged with their work an average of 255% more minutes than the average of the world's top 20 edtech apps, according to publicly available 3rd party data [here](#). What kept Vista Del Mar School students most engaged were the many thousands of times they received help, encouragement and feedback on Classkick from their teachers and classmates. [Research](#) connects this extra student feedback with 6 or more months of added learning per school year.

# SAN YSIDRO SCHOOL DISTRICT

## GOVERNING BOARD AGENDA

**TO:** Governing Board

**BOARD MEETING DATE:** May 22, 2025

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

**FROM:**  
Educational Services  
Manuel Bojorquez, Assistant  
Superintendent

☐ Informational  
☒ Action

**AGENDA ITEM:** PURCHASE AGREEMENT WITH BENCHMARK EDUCATION COMPANY

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### BACKGROUND INFORMATION:

Benchmark Education Company provides students and teachers with the resources they need to become problem-solvers, decision-makers, and joyful learners. Its mission is for every student to find lifelong inspiration, growth, and success through literacy, language, and knowledge development.

Educational Services needs to enter into a purchase agreement with Benchmark Education Company to order the Adelante 2023 Spanish instructional materials for Dual Language teachers and students in grades fourth through sixth. These Spanish materials are needed so the instruction is given following the Dual Language implementation plan.

This purchase agreement includes teacher and student printed materials as well as digital access for 3 years. The total cost of these materials is \$130,786.95 and will be paid for in two installments as follows:

First payment: \$65,393.48 due July 1, 2025

Second payment: \$65,393.47 due July 1, 2026

### RECOMMENDATION:

Approve the purchase agreement with Benchmark Education Company for the Adelante 2023 instructional materials at the total cost of \$130,786.95 from the Lottery Fund.

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### LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement - Enhance student achievement across all demographics, focusing on accelerating learning for English learners and students with disabilities. This includes improving English language and academic proficiency outcomes to ensure universal access to Common Core State Standards (CCSS), aiming for English learners (ELs) to demonstrate annual expected progress and achieve reclassification within five years or less. Actions 1.12

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☐ Renewal   ☒ New   ☐ Amendment   ☐ Ratify   ☐ Other

Financial Implications?

☒ Yes   ☐ No

Are funds for this item available in the 2025-2026 Budget?

☒ Yes   ☐ No

Requisition #

\$130,786.95

(Amount)

Lottery Fund

(Name of funding source and/or location)

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



BENCHMARK  
EDUCATION  
COMPANY  
145 Huguenot Street, 8th Floor  
New Rochelle, New York 10801

**Contact representative**  
Mechelle Pedregal  
Email: [mpedregal@benchmarkeducation.com](mailto:mpedregal@benchmarkeducation.com)  
Office Phone:  
Phone: (619) 395-0668

QUOTE: 80208

**Customer:**  
San Ysidro schl dist  
4350 Otay Mesa Rd  
San Ysidro CA 92173  
United States

**Ship To:**  
Attn: Adriana Aguilar  
SAN YSIDRO SCHOOL DISTRICT  
4350 Otay Mesa Rd  
San Ysidro CA 92173-1617

Product Code	Title	Price Level	Unit Price	Qty	Total Price
BEC_TO COME	Benchmark Adelante 2023 California Gr. 4 Classroom Package 30-copy Print and Digital 3-Year	Current	\$5,780.00	7	\$40,460.00
BEC_TO COME	Benchmark Adelante 2023 California Gr. 5 Classroom Package 30-copy Print and Digital 3-Year	Current	\$5,780.00	7	\$40,460.00
BEC_TO COME	Benchmark Adelante 2023 California Gr. 6 Classroom Package 30-copy Print and Digital 3-Year	Current	\$5,780.00	7	\$40,460.00

Subtotal	Discount Total	Sales Tax	Shipping Cost	Total
\$121,380.00	\$0.00	\$9,406.95	\$0.00	\$130,786.95 USD

<b>Memo</b>
* 0% Shipping and Handling as per CA contract.

\* The above pricing cannot be combined with any other offers.  
\* Price valid through 6/8/2025. Price quote must be attached to school purchase orders to receive the quoted price.  
\* All digital subscriptions will end on July 31st the last year of the term purchased.  
\* Any changes, including cancellations to the originally agreed upon PD trainings, must be made at least 10 business days prior to the delivery of the PD trainings. Customized PD changes must be submitted at least 15 business days prior to agreed delivery date and must go through the customized request process. Benchmark Education will do its best to accommodate the requested changes; however, it reserves the right to render services according to the initial agreement. Please note that any changes requested may incur an additional charge or reduction of number of PD training days rendered. Please note that no changes can be requested on site and all requests must go through the Company approval process.



BENCHMARK  
EDUCATION  
COMPANY  
145 Huguenot Street, 8th Floor  
New Rochelle, New York 10801

**Contact representative**

Mechelle Pedregal  
Email: [mpedregal@benchmarkeducation.com](mailto:mpedregal@benchmarkeducation.com)  
Office Phone:  
Phone: (619) 395-0668

QUOTE: 80208

**PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER ALONG WITH THE FOLLOWING INFORMATION**

- Billing Contact Name
- Billing Contact Email
- Billing Contact Phone

**PLEASE INCLUDE THE FOLLOWING INFORMATION FOR ALL DIGITAL SUBSCRIPTIONS**

- Name of School(s) That Will Use the Subscription(s)  
Attach separate document if necessary

- Onboarding Tech Contact Name
- Onboarding Tech Contact E-Mail

- REQUIRED

**SEND ORDER TO:** Benchmark Education Company  
6295 Commerce Center Drive, Suite B| Groveport, OH 43125-1160  
Email: [neworders@benchmarkeducation.com](mailto:neworders@benchmarkeducation.com)  
Phone: 877-236-2465| Fax: 877-732-8273

**Terms of Service**

\* By placing an order for Benchmark Education Company ("BEC") products (the "Products"), the entity ("Customer") that this proposal has been prepared for agrees to be bound by BEC's Terms of Service and Terms of Use and Privacy Policy (Please visit this site: <https://help.benchmarkuniverse.com/bubateacher/Content/Customer%20Support/Privacy%20Policy.htm?Highlight=privacy>). Subject to the Customer's payment of the fees set out above, BEC grants to Customer a non-exclusive and non-transferable license to access and use the Products under the terms described in this Terms of Service. The proposal contains the scope of use allowed and the term of Customer's license to the Products.

# SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

**TO:** Governing Board

**BOARD MEETING DATE:** May 22, 2025

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

**FROM:**  
Ocean View Hills Elementary  
Erika Meza, Principal

☐ Informational  
☒ Action

**AGENDA ITEM:** LICENSE AGREEMENT WITH CURRICULUM ASSOCIATES

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## BACKGROUND INFORMATION:

Driven by a mission to make classrooms better for both teachers and students, Curriculum Associates emphasizes values such as integrity, high-quality service, and measurable impact. Their suite of programs—including Ready, Ready Classroom Mathematics, and BRIGANCE—offers educators tools for data-driven instruction and comprehensive support. The company is also recognized for its commitment to diversity, equity, and inclusion, striving to deliver equitable outcomes for all learners.

The Principal at Ocean View Hills Elementary is requesting approval to enter into a license agreement with Curriculum Associates for the implementation of the i-Ready Math Program to support instructional programming during the 2025-26 school year.

The license agreement includes the following products:

- i-Ready Assessment Math Per Student License, 1-Year
- i-Ready Personalized Instruction Math and Reading Purchase Add-On Pilot
- i-Ready Assessment Reading Per Student License
- Online Educator Learning Site License
- Professional Learning Session (up to 6 hours)

The cost of this license will be paid in two installments.

## RECOMMENDATION:

Approve the license agreement with Curriculum Associates for the implementation of the i-Ready Program at Ocean View Hills Elementary during the 2025-26 school year, at the total cost of \$20,200.00 from Title I Fund.

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## LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement – Action 1.8: Continue to provide professional development for supplemental programs and resources (i.e., educational software, math manipulatives, dual language, and language acquisition materials) to support student achievement in core content areas and language acquisition for all students, including unduplicated students, and LTELs.

☐ Renewal ☒ New ☐ Amendment ☐ Ratify ☐ Other

Financial Implications?

☒ Yes ☐ No

Are funds for this item available in the 2025-2026 Budget?

☒ Yes ☐ No

Requisition #

0000012236

\$20,200.00

(Amount)

Title I Fund

(Name of funding source and/or location)

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



# Curriculum Associates®

Quote ID: 396608.4

Date: 5/8/2025

Quote Valid through: 12/31/2025

## Prepared For:

Vikki Castorena  
Ocean View Hills School  
4919 Del Sol Blvd,  
San Diego, CA 92154  
vikki.viramontes-castorena@sysdschools.org  
6196610457

## Your Representative:

David Kootman  
(760) 521-6055  
dkootman@cainc.com

## i-Ready

Product Name	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment Math Per Student License 1 Year	13086.0	875	\$8.00	\$7.60	\$6,650.00
i-Ready Personalized Instruction Math and Reading Purchase Add-On Pilot	22018.0	875	\$0.00	\$0.00	\$0.00
i-Ready Assessment Reading Per Student License 1 Year	13088.0	875	\$8.00	\$7.60	\$6,650.00
i-Ready Subtotal:					\$13,300.00

## Professional Learning

Product Name	Item #	Qty	List Price	Net Price	Total
Online Educator Learning Site License - Digital PL Courses and Personalized Learning to Compliment Professional Learning Sessions	40124.0	1	\$500.00	\$0.00	\$0.00
Professional Learning Session (up to 6 hours) AY 25-26	38558.0	3	\$2,300.00	\$2,300.00	\$6,900.00
Professional Learning Subtotal:					\$6,900.00

## Total

List Total:	\$21,400.00
Savings:	\$1,200.00
Merchandise Total:	\$20,200.00
Voucher/Credit:	\$0.00
Estimated Tax:	\$0.00
Estimated Shipping:	\$0.00
Total:	\$20,200.00

## Special Notes

All i-Ready purchases require professional learning.  
5% discount applied to i-Ready based on scope of quote.  
Special Split Payment Terms: San Ysidro SD will pay part of quote now and part within 90 days (when school starts).

F.O.B.: N. Billerica, MA 01862

Shipping: Shipping based on MDSE total

Terms: Net 30 days, pending credit approval

Fed. ID: #26-3954988

**Please submit this quote with your purchase order**

N1

# Curriculum Associates®

## Information on Professional Learning Sessions and COVID-19

Protecting the health and safety of the educators we serve and their students, as well as the health and safety of our employees, is of paramount importance to Curriculum Associates. While it is our preference to deliver PL sessions in person, circumstances related to COVID-19 may require us to provide sessions virtually instead. Curriculum Associates' policy is to only provide PL sessions in person where one of our employees can reach the session site by car and where adequate safety measures are in place to protect the health of our session leaders and participants. Curriculum Associates reserves the right to switch any session from in-person to virtual if we cannot reach a session site by car, if adequate safety measures cannot be put in place, or if Curriculum Associates determines that it would otherwise put its employees at risk to provide an in-person session.

If your school or district will not permit visitors at the time of a scheduled session, Curriculum Associates would be happy to provide an equivalent live, virtual session via videoconference. Similarly, Curriculum Associates will comply with your school or district's health and safety requirements regarding on-site visitors if we are given adequate advance notice. Our PL Operations team will work with school or district personnel to hold sessions in a manner that protects the safety of educators and your school community as well as Curriculum Associates employees.

We are pleased to be able to serve you in these challenging times and look forward to providing productive learning sessions to your staff. Any questions regarding scheduling in-person or virtual training sessions should be directed to [pdoperations@cainc.com](mailto:pdoperations@cainc.com).

# Curriculum Associates®

## Placing an Order

**Email:** [Orders@cainc.com](mailto:Orders@cainc.com)

**Fax:** 1-800-366-1158

**Mail:**

ATTN: CUSTOMER SERVICE DEPT.

Curriculum Associates LLC

153 Rangeway Rd

North Billerica, MA 01862-2013

Please visit [CurriculumAssociates.com](http://CurriculumAssociates.com) for more information about placing orders or contact CA's customer service department (1-800-225-0248) and reference quote number for questions.

Please attach quote to all signed purchase orders.

If tax exempt, please submit a valid exemption certificate with PO and quote in order to avoid processing delays. Exemption certificates can also be submitted to [exempt@cainc.com](mailto:exempt@cainc.com).

## Shipping Policy

Unless otherwise noted, shipping costs are calculated as follows:

Order Amount	Freight Amount
\$74.99 or less	Max charge of \$12.75
\$75.00 to \$999.99	12% of order
\$1,000 to \$4,999.99	10% of order

Order Amount	Freight Amount
\$5,000.00 to \$99,999.99	9% of order
\$100,000 and more	7% of order

Please contact your local CA representative or customer service (1-800-225-0248) for expedited shipping rates. The weight limit for an expedited order is 500lbs.

The enhanced shipping and handling services listed below are available upon request subject to the availability of our carrier partners. Please notify us of these delivery requests prior to submitting your PO so that we can include the service on your quote appropriately:

- ☐ White Glove Delivery Service \$500/shipment location

If our carrier partners are unable to deliver to the location instructed on the PO or you need to change the time or location of delivery, one or more of the following fees may be applicable:

- ☐ Delivery Address Change \$400/shipment location
- ☐ Freight Storage \$600 /shipment location
- ☐ Freight Carrier Redelivery \$100/pallet

Unless otherwise expressly indicated, the shipping terms for all deliveries is FOB CA's Shipping Point (whether to a CA or third party facility). Risk of loss and title is passed to purchaser upon transfer of the goods to carrier, standard shipping charges (listed above) are added to the invoice or included in the unit price unless otherwise specified.

Supply chain challenges outside of Curriculum Associates' control may impact inventory availability for print product. We recommend submission of purchase orders as soon as possible to help ensure timely delivery.

## Payment Terms

Payment terms are as follows:

- ☐ With credit approval: Net 30 days
- ☐ Without credit approval: payment in full at time of order
- ☐ Accounts must be current before subsequent shipments are made

To ensure payment processing is timely and environmentally conscious, CA encourages ACH payments. If you would like to pay via ACH, please request remittance information by emailing [AR@cainc.com](mailto:AR@cainc.com).

Please send any payment notifications to [payments@cainc.com](mailto:payments@cainc.com). Credit card payments are only accepted for purchases under \$50,000.

## Invoice Receipt Preference

CA is pleased to offer electronic invoice delivery. Electronic invoice delivery allows CA to deliver your invoice in a timely and environmentally friendly manner. To request electronic invoice delivery please contact the CA Accounts Receivable team at [invoices@cainc.com](mailto:invoices@cainc.com) or by fax (1-800-366-1158). Please reference your quote number, provide a valid email address where the invoice should be directed, and indicate you would like to opt into electronic invoice delivery.

## Terms of Service

Customer's use of i-Ready® shall be subject to the i-Ready Terms and Conditions of Use, which can be found at [i-ready.com/support](http://i-ready.com/support). Customer's professional-learning sessions will expire two years following the date of your purchase order or the implementation year noted on your quote, whichever comes first and are subject to the Professional Learning Terms of Service, which can be found at [i-ready.com/support](http://i-ready.com/support).

## Return Policy

For any non-print products - your subscription may be terminated and you may request a pro-rata refund for unused services within 90 days of license start date. For Professional Learning services, you may request a refund for unused services within 90 days of purchase date. After 90 days, your non-print products and Professional Learning purchase shall be final and no refunds are available. Except for materials sold on a non-refundable basis, purchaser may return, at purchaser risk and expense, purchased print materials with pre-approval from CA's Customer Service department within 12 months of purchase. Please examine your order upon receipt. Before returning material, call CA's Customer Service department (1-800-225-0248 option 2) for return authorization and documentation. When returning material, please include your return authorization number and the return form that will be provided to you by CA's Return department. We do not accept returns on unused i-Ready or Toolbox licenses®, materials that have been used and/or are not in "saleable condition," and individual components of kits or sets including but not limited to BRIGANCE® Kits, Ready® student and teacher sets, Ready Classroom® student and teacher sets, and Magnetic Reading classroom kits.

**SAN YSIDRO SCHOOL DISTRICT**  
**GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** May 15, 2025

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

**FROM:**  
Educational Services  
Manuel Bojorquez, Assistant  
Superintendent

☐ Informational  
☒ Action

**AGENDA ITEM:** SERVICES FROM EDUPOINT EDUCATIONAL SYSTEM, LCC

**BACKGROUND INFORMATION:**

Edupoint Educational Systems provides enterprise software solutions for K-12 data management, built on the most advanced technology in the industry. For more than thirty years, the founders of Edupoint have set the standard for student information and instructional management solutions, with market-leading products designed to optimize district and student performance.

Educational Services is requesting approval to acquire the following services from Edupoint Educational Systems, LLC:

- Create and upload to Synergy two Transitional Kindergarten (TK) English and Spanish Report Cards.

The changes to the TK report cards were initiated by teachers due to the new California Preschool/Transitional Kindergarten Learning Foundations (PTKLF), as these foundational skills were not part of the previous report cards.

**RECOMMENDATION:**

Approve the services from Edupoint Educational Systems, LCC to create and upload the new TK report cards into our student information system with a cost of \$1,500.00 from the General Fund.

**LCAP GOAL AND ACTION/SERVICE:**

Goal 1: Student Achievement ~ Enhance student achievement across all demographics, focusing on accelerating learning for English learners and students with disabilities. This includes improving English language and academic proficiency outcomes to ensure universal access to Common Core State Standards (CCSS), aiming for English learners (ELs) to demonstrate annual expected progress and achieve reclassification within five years or less.

☐ Renewal    ☒ New    ☐ Amendment    ☐ Ratify    ☐ Other

Financial Implications?

☒ Yes    ☐ No

Are funds for this item available in the 2024-2025 Budget?

☒ Yes    ☐ No

Requisition #

**\$1,500.00**

(Amount)

**General Fund**

(Name of funding source and/or location)

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



1955 South Val Vista Drive, Suite 200  
Mesa, Arizona 85204  
Price Quote

Date: 5/8/2025  
Quote Number: 20250508-2  
School District: San Ysidro School District  
Carolina Jaime  
Data Report Analyst  
4350 Otay Mesa Rd.  
San Ysidro, CA 92173  
(619) 428-4476 ext 3074  
[Carolina.jaime@sysdschools.org](mailto:Carolina.jaime@sysdschools.org)

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Statement of Work: Create 2 (Transitional Kindergarten) English and Spanish Report Cards  
Services Delivery Method: Remote  
Date(s): To be completed by July 11, 2025  
Specialist: Gregorio Yglecias

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Fee:	1 Day at \$1,500 per day	\$1,500
		<hr/>
		\$1,500

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Estimated completion date is dependent upon receipt of the signed quote no later than May 23, 2025.

If applicable, Sales Tax will be applied.

The District will be invoiced as services are performed.

The District will be responsible for all travel expenses incurred for service days. Travel services will be billed as incurred.

If a travel day is required the day before or the day after services are performed, the travel day will be charged at \$400/day.

**A Purchase Order is needed along with this signed quote to proceed.**

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Acceptance

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District Representative

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Date

May 13, 2025

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Edupoint Representative

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Date

This quotation is valid for thirty (30) days, unless otherwise extended in writing by an authorized representative of Edupoint Educational Systems, LLC.

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** May 22, 2025

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

**FROM:**  
Educational Services,  
Manuel Bojorquez, Assistant  
Superintendent

☐ Informational  
☒ Action

**AGENDA ITEM:** PROFESSIONAL DEVELOPMENTS

**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 for the May 22, 2025, Board meeting:

- Comprehensive Drug Testing Reasonable Suspicion Supervisor Training
- Construction Basics and Accounting
- Differentiated Assistance Improvement Focused Conference
- May Revision Workshop - *Revised*

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 to the different professional developments, as attached.

**LCAP GOAL AND ACTION/SERVICE:**

Goal 1: Student Achievement – Actions: 1.8 and 1.10 ~ Goal 2: School Culture, Climate, and Student Well-Being – Action: 2.1

☐ Renewal    ☒ New    ☐ Amendment    ☒ Ratify    ☐ Other

Financial Implications?

☒ Yes    ☐ No

Are funds for this item available in the 2024-2025 Budget?

☒ Yes    ☐ No

Requisition #

APPROXIMATE COST

**\$920.00**

(Amount)

**General Fund**

(Name of funding source and/or location)

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

**Professional Development Backup Information – May 22, 2025**

<b>PARTICIPANT(S)</b>	<b>EVENT</b>	<b>PLACE</b>	<b>FROM/TO</b>	<b>COST</b>	<b>FUNDING</b>
Jose Iniguez	Comprehensive Drug Testing Reasonable Suspicion Supervisor Training	Online	May 19, 2025	\$25.00	General Fund
Marilyn Adrianzen, Jose Iniguez	Construction Basics and Accounting	Online	May 6, 2025	\$550.00	General Fund
Manuel Bojorquez, Luis Ramos, Maria Rodriguez, Oscar Madera, Denise Villezcas, Veronica Medina, Mairen Ruiz	Differentiated Assistance Improvement Focused Conference	San Diego	April 29, 2025	\$0	N/A
Oscar Madera	May Revision Workshop  <i>Revised: Additional participant</i>	Online	May 21, 2025	\$345.00	General Fund



**BUSINESS**



**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** May 22, 2025

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

**FROM:**  
Business Services ☐ Informational  
Marilyn Adrianzen, Chief Business Official ☒ Action

**AGENDA ITEM:** PURCHASING REPORT

**BACKGROUND INFORMATION:**

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

Report #10 (April 1, 2025 through April 30, 2025):   ▪   General Fund: 0000012867-0000012915, 0000012917-0000012927, 0000012930-0000012941, 0000012944-0000012947, 0000012950-0000012954, 0000012956-0000012958,   0000012960-0000012966,   0000012968-0000012978,   0000012983-0000012997 ▪   Child Development Fund: 0000012979-0000012982   ▪ Child Nutrition Fund: 0000012942, 0000012959   Building Measure U Fund:   0000012949   ▪ Building Measure T Fund:   0000012929, 0000012949, 0000012967.

**RECOMMENDATION:**

Approve/Ratify the purchase orders incurred by the District during the month of April 2025.

**LCAP GOAL AND ACTION/SERVICE (please indicate):**

☐ Renewal    ☒ New    ☐ Amendment    ☒ Ratify    ☐ Other

Financial Implications?

☒ Yes    ☐ No

Are funds for this item available in the 2024-2025 Budget?

☒ Yes    ☐ No

Requisition #

\$335,849.05

(Amount)

As listed above

(Name of funding source and/or location)

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

## PURCHASE ORDER REPORT (04/01/2025 - 04/30/2025)

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
4/2/2025	0000012867	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	\$ 777.25
4/2/2025	0000012868	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	\$ 455.60
4/2/2025	0000012869	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	\$ 847.57
4/2/2025	0000012870	0000001199	THE BRUMAN GROUP, LLC	REGISTRATION FEES	0100	3010003	5200003	061	\$ 1,785.00
4/2/2025	0000012871	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	\$ 609.00
4/2/2025	0000012872	002990	ULINE	PUBLICATION SUPPLIES	0100	0000000	4300050	073	\$ 153.89
4/3/2025	0000012873	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	\$ 640.64
4/3/2025	0000012874	0000001185	CURTIS ALAN BOGERT	PROFESSIONAL SERVICES	0100	0982000	5600005	074	\$ 950.00
4/3/2025	0000012875	004784	TIME AND ALARM SYSTEMS	CONTRACTED SERVICES	0100	8150000	5600005	070	\$ 328.00
4/3/2025	0000012876	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	\$ 264.20
4/3/2025	0000012877	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	\$ 214.37
4/3/2025	0000012878	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	\$ 238.93
4/3/2025	0000012879	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	\$ 405.66
4/3/2025	0000012880	002580	COOLE SCHOOL	INSTRUCTIONAL MATERIALS	0100	0000000	4300001	012	\$ 981.50
4/3/2025	0000012881	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	\$ 195.21
4/3/2025	0000012882	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	\$ 638.17
4/3/2025	0000012883	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	\$ 827.69
4/3/2025	0000012884	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	\$ 762.21
4/4/2025	0000012885	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	\$ 179.08
4/4/2025	0000012886	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	\$ 658.26
4/4/2025	0000012887	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	\$ 764.83
4/7/2025	0000012888	004678	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	0100	0000000	4300011	071	\$ 474.03
4/7/2025	0000012889	0000000356	PROTECT CONNECT EDUCATE SOLUTIONS	REGISTRATION FEES	0100	3182001	5200003	012	\$ 4,194.00
4/7/2025	0000012890	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL MATERIALS	0100	0000000	4300001	012	\$ 137.06
4/7/2025	0000012891	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	\$ 1,048.31
4/7/2025	0000012892	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	\$ 1,278.07
4/8/2025	0000012893	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	\$ 701.96
4/8/2025	0000012894	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	\$ 585.16
4/8/2025	0000012895	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	\$ 1,101.40
4/8/2025	0000012896	004218	ALICIA MARISCAL	CONTRACTED SERVICES	0100	8150000	5600005	068	\$ 900.00
4/8/2025	0000012897	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	\$ 1,060.86
4/8/2025	0000012898	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	\$ 599.77
4/8/2025	0000012899	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	\$ 444.94

## PURCHASE ORDER REPORT (04/01/2025 - 04/30/2025)

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
4/8/2025	0000012900	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300000	061	\$ 181.69
4/8/2025	0000012901	0000000854	SUN DIEGO CHARTER	CONTRACTED SERVICES	0100	0000000	5800018	050	\$ 1,560.00
4/8/2025	0000012902	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	\$ 194.05
4/8/2025	0000012903	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	\$ 361.01
4/8/2025	0000012904	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	\$ 201.65
4/8/2025	0000012905	003377	SOUTHWEST SCHOOL & OFFICE	OFFICE SUPPLIES	0100	0000000	4300001	016	\$ 1,646.42
4/8/2025	0000012906	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	\$ 225.14
4/8/2025	0000012907	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	\$ 175.01
4/8/2025	0000012908	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	\$ 681.51
4/8/2025	0000012909	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	\$ 2,725.54
4/8/2025	0000012910	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	\$ 200.86
4/9/2025	0000012911	0000000495	CROWN AWARDS	AWARDS & INCENTIVES	0100	0000002	4300000	062	\$ 3,808.12
4/9/2025	0000012912	003377	SOUTHWEST SCHOOL & OFFICE	OFFICE SUPPLIES	0100	0000000	4300011	064	\$ 840.45
4/9/2025	0000012912	003377	SOUTHWEST SCHOOL & OFFICE	OFFICE SUPPLIES	0100	0000000	4300011	071	\$ 854.19
4/9/2025	0000012913	004309	BEST BEST & KRIEGER LLP	LEGAL FEES	0100	0000000	5800002	063	\$ 4,244.40
4/9/2025	0000012913	004309	BEST BEST & KRIEGER LLP	LEGAL FEES	0100	0000000	5800002	063	\$ 11,494.00
4/9/2025	0000012913	004309	BEST BEST & KRIEGER LLP	LEGAL FEES	0100	0000000	5800002	071	\$ 356.40
4/9/2025	0000012914	004678	AMAZON CAPITAL SERVICES	OFFICE MATERIALS	0100	0000000	4300001	022	\$ 103.38
4/9/2025	0000012915	004630	EDCO AWARDS & SPECIALTIES	AWARDS & INCENTIVES	0100	0000002	4300000	062	\$ 437.42
4/9/2025	0000012917	000526	THE MASTER TEACHER	AWARDS & INCENTIVES	0100	0000002	4300000	062	\$ 624.26
4/10/2025	0000012918	0000000858	THE STAGE DEPOT	OFFICE MATERIALS	0100	0000000	4300000	080	\$ 1,334.75
4/10/2025	0000012919	004678	AMAZON CAPITAL SERVICES	MEDIAL SUPPLIES	0100	0000000	4300001	020	\$ 887.02
4/10/2025	0000012920	004678	AMAZON CAPITAL SERVICES	DUES & MEMBERSHIPS	0100	0000000	5300000	071	\$ 139.00
4/10/2025	0000012921	004678	AMAZON CAPITAL SERVICES	OFFICE MATERIALS	0100	0300020	4300000	020	\$ 323.66
4/11/2025	0000012922	0000001056	POLAR ELECTRICAL COMPANY	CONTRACTED SERVICES	0100	8150000	5600005	070	\$ 6,988.10
4/11/2025	0000012923	0000001195	RINCON TRUCK CENTER, INC.	CONTRACTED SERVICES	0100	0982000	5600005	074	\$ 4,342.94
4/11/2025	0000012924	004678	AMAZON CAPITAL SERVICES	OFFICE MATERIALS	0100	0000002	4300000	062	\$ 433.03
4/11/2025	0000012925	0000000924	MARIA MONTALVO	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	\$ 1,000.00
4/11/2025	0000012926	0000000779	TRAFERA, LLC	TECHNOLOGY SUPPLIES	0100	3182001	4300002	012	\$ 4,345.56
4/11/2025	0000012927	002355	I B TROPHIES & AWARDS	AWARDS & INCENTIVES	0100	0000002	4300000	062	\$ 306.66
4/15/2025	0000012930	0000000041	LIBERTY FLAGS, INC.	OFFICE MATERIALS	0100	0000000	4300001	020	\$ 192.88
4/15/2025	0000012931	004645	IMAGE ONE CORPORATION	OFFICE MATERIALS	0100	0000000	5800006	067	\$ 1,566.84
4/15/2025	0000012932	004601	SIR SPEEDY PRINTING 02890	OFFICE MATERIALS	0100	0000000	4300011	061	\$ 325.16

## PURCHASE ORDER REPORT (04/01/2025 - 04/30/2025)

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
4/16/2025	0000012933	001102	ORIENTAL TRADING COMPANY, INC.	INSTRUCTIONAL MATERIALS	0100	0000000	4300001	016	\$ 241.08
4/16/2025	0000012934	0000000760	CAL PACIFIC TRUCK CENTER ,LLC	CONTRACTED SERVICES	0100	0982000	5600005	074	\$ 5,512.13
4/16/2025	0000012935	004678	AMAZON CAPITAL SERVICES	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	\$ 140.30
4/16/2025	0000012936	004628	FOLLETT SCHOOL SOLUTIONS, LLC	INSTRUCTIONAL MATERIALS	0100	3010000	4200000	022	\$ 6,963.17
4/16/2025	0000012937	000548	NEXT DAY PRINTED TEES	OFFICE MATERIALS	0100	9010056	4300000	054	\$ 5,052.06
4/16/2025	0000012938	004678	AMAZON CAPITAL SERVICES	SCHOOL MATERIALS	0100	0300012	4300001	012	\$ 480.98
4/17/2025	0000012939	0000000665	JOHNSON CONTROLS	CONTRACTED SERVICES	0100	8150000	5600005	070	\$ 4,512.49
4/17/2025	0000012940	002386	RENAISSANCE LEARNING INC.	PROFESSIONAL SERVICES	0100	4035000	5800010	014	\$ 3,900.00
4/17/2025	0000012941	0000001019	BAY CITY ELECTRIC WORKS	CONTRACTED SERVICES	0100	8150000	5600005	070	\$ 1,818.03
4/17/2025	0000012944	003377	SOUTHWEST SCHOOL & OFFICE	OFFICE SUPPLIES	0100	0000000	4300001	024	\$ 1,680.90
4/17/2025	0000012945	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	0000000	4300000	025	\$ 303.58
4/17/2025	0000012946	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	0000000	4300001	025	\$ 257.03
4/17/2025	0000012947	000548	NEXT DAY PRINTED TEES	CONTRACTED SERVICES	0100	0982000	4300011	074	\$ 136.81
4/18/2025	0000012950	0000000131	FORENSIC ANALYTICAL CONSULTING	CONTRACTED SERVICES	0100	8150000	5800010	070	\$ 6,200.00
4/18/2025	0000012951	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	0000000	4300010	025	\$ 964.96
4/18/2025	0000012952	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL MATERIALS	0100	0000000	4300001	025	\$ 503.09
4/18/2025	0000012953	004678	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	0100	0000000	4300001	025	\$ 634.97
4/21/2025	0000012954	004678	AMAZON CAPITAL SERVICES	OFFICE MATERIALS	0100	0000000	4300001	012	\$ 189.56
4/22/2025	0000012956	0000000354	DATEL SYSTEMS INCORPORATED	TECHNOLOGY EQUIPMENT	0100	0000000	4300002	067	\$ 4,450.15
4/22/2025	0000012956	0000000354	DATEL SYSTEMS INCORPORATED	TECHNOLOGY EQUIPMENT	0100	0000000	4400000	067	\$ 38,415.87
4/22/2025	0000012956	0000000354	DATEL SYSTEMS INCORPORATED	TECHNOLOGY EQUIPMENT	0100	0000000	6400000	067	\$ 56,759.47
4/22/2025	0000012957	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	3010000	4300001	022	\$ 2,255.54
4/23/2025	0000012958	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	4127000	4300000	061	\$ 544.93
4/23/2025	0000012960	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	9010056	4300000	054	\$ 956.05
4/23/2025	0000012961	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	9010056	4300000	054	\$ 1,094.41
4/23/2025	0000012962	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	9010056	4300000	054	\$ 972.13
4/23/2025	0000012963	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	9010056	4300000	054	\$ 769.41
4/24/2025	0000012964	004678	AMAZON CAPITAL SERVICES	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	\$ 161.60
4/24/2025	0000012964	004678	AMAZON CAPITAL SERVICES	MAINTENANCE SUPPLIES	0100	8150000	4300011	070	\$ 55.99
4/25/2025	0000012965	004797	KOMPAN, INC.	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	\$ 1,457.40
4/25/2025	0000012966	004678	AMAZON CAPITAL SERVICES	INSTRUCITONAL MATERIALS	0100	9010056	4300000	054	\$ 300.99
4/28/2025	0000012968	002043	JONES SCHOOL SUPPLY CO., INC.	INSTRUCTIONAL MATERIALS	0100	3010000	4300001	018	\$ 721.72
4/28/2025	0000012969	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	\$ 401.86

## PURCHASE ORDER REPORT (04/01/2025 - 04/30/2025)

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
4/28/2025	0000012970	0000000871	EASTLAKE LIVING PARTY RENTALS	CONTRACTED SERVICES	0100	0000002	5600000	062	\$ 525.00
4/28/2025	0000012971	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	9010056	4300000	054	\$ 1,023.80
4/28/2025	0000012972	0000000035	TAQUIZAS LOS CHUCHYS	CONTRACTED SERVICES	0100	0000000	4300015	018	\$ 1,131.00
4/28/2025	0000012973	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	9010056	4300000	054	\$ 1,024.97
4/28/2025	0000012974	0000001202	UNIVERSITY OF SAN DIEGO	PROFESSIONAL SERVICES	0100	4035000	5800010	014	\$ 1,200.00
4/28/2025	0000012975	003377	SOUTHWEST SCHOOL & OFFICE	OFFICE SUPPLIES	0100	0000000	4300001	018	\$ 1,680.90
4/28/2025	0000012976	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	9010056	4300000	054	\$ 486.49
4/28/2025	0000012977	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	9010056	4300000	054	\$ 956.97
4/28/2025	0000012978	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	9010056	4300000	054	\$ 160.08
4/28/2025	0000012983	0000000035	TAQUIZAS LOS CHUCHYS	CONTRACTED SERVICES	0100	0300020	4300015	020	\$ 1,305.00
4/28/2025	0000012984	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	0000000	4300010	020	\$ 435.96
4/28/2025	0000012985	0000000031	WILLIAM H. SADLIER, INC	INSTRUCTIONAL MATERIALS	0100	4203000	4100000	014	\$ 11,301.47
4/28/2025	0000012986	001238	GOPHER SPORT	INSTRUCTIONAL MATERIALS	0100	0000000	4300013	025	\$ 931.56
4/28/2025	0000012987	004678	AMAZON CAPITAL SERVICES	TECHNOLOGY SUPPLIES	0100	0000000	4300002	067	\$ 842.04
4/28/2025	0000012988	004678	AMAZON CAPITAL SERVICES	OFFICE MATERIALS	0100	0000000	4300001	016	\$ 371.72
4/29/2025	0000012989	002355	I B TROPHIES & AWARDS	AWARDS & INCENTIVES	0100	0000000	4300011	025	\$ 658.64
4/29/2025	0000012990	001178	SAN DIEGO COUNTY	REGISTRATION FEES	0100	4203000	5200003	061	\$ 520.00
4/29/2025	0000012991	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	0000000	4300010	025	\$ 235.95
4/29/2025	0000012992	000379	HAWTHORNE MACHINERY	CONTRACTED SERVICES	0100	0982000	5600005	074	\$ 2,324.51
4/29/2025	0000012993	0000000383	CODEMONKEY STUDIOS INC.	INSTRUCTIONAL MATERIALS	0100	3010000	4300001	022	\$ 525.00
4/29/2025	0000012994	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	4127000	4300000	061	\$ 208.85
4/29/2025	0000012995	0000000862	EINSTEIN BROS BAGELS	REFRESHMENTS	0100	0000002	4300000	062	\$ 2,650.00
4/30/2025	0000012996	0000000885	LIVING COAST DISCOVERY CENTER	CONTRACTED SERVICES	0100	0980011	5800017	024	\$ 300.00
4/30/2025	0000012997	002355	I B TROPHIES & AWARDS	AWARDS & INCENTIVES	0100	0000000	4300000	025	\$ 48.49
<b>Total for 0100</b>									\$ 257,960.78
4/28/2025	0000012979	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	1200	6105000	4300001	076	\$ 626.09
4/28/2025	0000012980	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	1200	5210000	4300001	076	\$ 930.59
4/28/2025	0000012981	003377	SOUTHWEST SCHOOL & OFFICE	OFFICE SUPPLIES	1200	6105000	4300001	076	\$ 497.85
4/28/2025	0000012982	004678	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	1200	6105000	4300001	076	\$ 482.98
<b>Total for 1200</b>									\$ 2,537.51

## PURCHASE ORDER REPORT (04/01/2025 - 04/30/2025)

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
4/17/2025	0000012942	0000000936	LUNCHASSIST, INC.	CONTRACTED SERVICES	1300	5310000	5800000	085	\$ 100.00
4/23/2025	0000012959	0000000614	LA BELLA PIZZA LLC	REFRESHMENTS	1300	5310000	4700991	085	\$ 1,062.75
<b>Total for 1300</b>									\$ 1,162.75
4/18/2025	0000012949	000124	WILKINSON HADLEY KING &	PROFESSIONAL SERVICES	2133	9010300	5800002	300	\$ 5,750.00
<b>Total for 2133</b>									\$ 5,750.00
4/15/2025	0000012929	0000001027	BRIGHTVIEW LANDSCAPE SERVICES	PROFESSIONAL SERVICES	2139	9010312	6200076	320	\$ 34,388.01
4/18/2025	0000012949	000124	WILKINSON HADLEY KING &	PROFESSIONAL SERVICES	2139	9010200	5800002	300	\$ 5,750.00
4/28/2025	0000012967	0000001000	DAVY ARCHITECTURE INC	PROFESSIONAL SERVICES	2139	9010329	6200015	325	\$ 28,300.00
<b>Total for 2139</b>									\$ 68,438.01
<b>Grand Total</b>									\$ 335,849.05

# SAN YSIDRO SCHOOL DISTRICT *GOVERNING BOARD AGENDA*

**TO:** Governing Board

**BOARD MEETING DATE:** May 22, 2025

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

**FROM:**  
Business Services  
Marilyn Adrianzen, Chief Business Official

☐ Informational  
☒ Action

## AGENDA ITEM: EXPENDITURE REPORT

## BACKGROUND INFORMATION:

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

The following are expenditures incurred by the District during the period of April 1, 2025 through April 30, 2025 with checks #14-277448 through #14-287307 for total expenditure of \$4,039,716.51 from the following sources:

General Fund - \$1,814,714.70  
Child Development Fund- \$4,407.41  
Child Nutrition Fund - \$173,172.10  
Building Fund Prop - \$2,012,132.30  
Capital Facilities Fund - \$29,940.00  
Capital Projects Fund - \$5,350.00

## RECOMMENDATION:

Approve/Ratify the expenditures incurred by the District during the month of April 2025.

**2LCAP GOAL AND ACTION/SERVICE (please indicate):**

## Goal No.: Base Services and Safety

2.1 Maintain basic operating services of the district including MOT personnel, transportation, contracted services, and utilities.

☐ Renewal    ☒ New    ☐ Amendment    ☒ Ratify    ☐ Other

## Financial Implications?

Are funds for this item available in the 2024-2025 Budget?

Requisition #

☒ Yes☐ No☒ Yes☐ No

\$4,039,716.51

Various (see above)

(Amount)

(Name of funding source and/or location)

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

Expenditure Report  
4/1/2025-4/30/2025

Warrant	Payee	Date	Warrant Amount	Fund	Description
14277448	P.I.P.S.	4/3/2025	85633.83	0100	PROFESSIONAL SERVICES
14277449	MARIA ELENA HERNANDEZ	4/3/2025	279.00	0100	REIMBURSEMENT
14277450	TANYA KELLER	4/3/2025	7595.00	0100	PROFESSIONAL SERVICES
14277451	SUPERSONIC DETAILING INC	4/3/2025	754.00	0100	CONTRACTED SERVICES
14277452	REBECCA BRAVO	4/3/2025	29.98	0100	REIMBURSEMENT
14277453	ERIKA ALEMAN	4/3/2025	325.83	0100	REIMBURSEMENT
14277454	BENITA SANCHEZ	4/3/2025	75.04	0100	REIMBURSEMENT
14277455	PARADIGM HEALTHCARE SERVICES	4/3/2025	359.78	0100	PROFESSIONAL SERVICES
14277456	AMAZON CAPITAL SERVICES	4/3/2025	12533.94	0100	INSTRUCTIONAL MATERIALS
14279068	THE STEPPING STONE GROUP	4/7/2025	61555.51	0100	PROFESSIONAL SERVICES
14279070	GREGORY SHERMAN	4/7/2025	683.34	0100	REIMBURSEMENT
14279071	SUNBELT STAFFING	4/7/2025	11483.70	0100	PROFESSIONAL SERVICES
14279072	CURTIS ALAN BOGERT	4/7/2025	650.00	0100	PROFESSIONAL SERVICES
14279073	OFFICE DEPOT	4/7/2025	3395.85	0100	OFFICE SUPPLIES
14279074	REPUBLIC SERVICES	4/7/2025	37285.75	0100	UTILITIES
14279075	SMART & FINAL	4/7/2025	521.08	0100	REFRESHMENTS
14279076	AMAZON CAPITAL SERVICES	4/7/2025	788.59	0100	INSTRUCTIONAL MATERIALS
14279077	TIME AND ALARM SYSTEMS	4/7/2025	328.00	0100	CONTRACTED SERVICES
14280438	CORODATA RECORDS MANAGEMENT, INC.	4/10/2025	225.54	0100	CONTRACTED SERVICES
14280439	BMR HEALTH SERVICES, INC	4/10/2025	50199.60	0100	PROFESSIONAL SERVICES
14280440	SAN DIEGO CENTER FOR VISION	4/10/2025	570.00	0100	PROFESSIONAL SERVICES
14280441	AMERGIS HEALTHCARE STAFFING	4/10/2025	86116.50	0100	PROFESSIONAL SERVICES
14280442	DANNIS WOLIVER KELLEY	4/10/2025	19888.00	0100	LEGAL SERVICES
14280443	CAPITOL ADVISORS GROUP, LLC	4/10/2025	2000.00	0100	PROFESSIONAL SERVICES
14280444	PRC-SALTILLO	4/10/2025	882.70	0100	CONTRACTED SERVICES
14280445	KEYGUARD ASSISTIVE TECHNOLOGY	4/10/2025	107.24	0100	INSTRUCTIONAL MATERIALS
14280446	ANIXTER INC.	4/10/2025	70.23	0100	MAINTENANCE SUPPLIES
14280447	THE ED LADDER	4/10/2025	555.00	0100	CONTRACTED SERVICES
14280448	CAL PACIFIC TRUCK CENTER ,LLC	4/10/2025	7906.58	0100	CONTRACTED SERVICES
14280449	THE STEPPING STONE GROUP	4/10/2025	37489.86	0100	PROFESSIONAL SERVICES
14280450	SOLIAN HEALTH LLC	4/10/2025	9310.00	0100	PROFESSIONAL SERVICES



Expenditure Report  
4/1/2025-4/30/2025

Warrant	Payee	Date	Warrant Amount	Fund	Description
14280451	TANYA KELLER	4/10/2025	9803.75	0100	PROFESSIONAL SERVICES
14280452	EMILY N STEWART CONSULTING	4/10/2025	4000.00	0100	CONTRACTED SERVICES
14280453	T-MOBILE	4/10/2025	3156.73	0100	CONTRACTED SERVICES
14280454	KYO AUTISM THERAPY, LLC	4/10/2025	75277.02	0100	PROFESSIONAL SERVICES
14280455	THE BIRCH AGENCY INC	4/10/2025	8372.00	0100	PROFESSIONAL SERVICES
14280456	TWIG EDUCATION, INC.	4/10/2025	8896.82	0100	INSTRUCTIONAL MATERIALS
14280457	OPTIMIZON	4/10/2025	1250.00	0100	CONTRACTED SERVICES
14280458	CONNECT4KIDS PSYCHOLOGICAL SERVICES INC	4/10/2025	3390.00	0100	PROFESSIONAL SERVICES
14280459	CYNTHIA M FRAZEE	4/10/2025	450.00	0100	PRIFESSIOAL SERVICES
14280460	SUNBELT STAFFING	4/10/2025	26534.20	0100	PROFESSIONAL SERVICES
14280461	ARTREACH	4/10/2025	2000.00	0100	CONTRACTED SERVICES
14280462	RO HEALTH LLC	4/10/2025	7820.40	0100	PROFESSIONAL SERVICES
14280463	QUENCH USA, INC	4/10/2025	60.00	0100	CONTRACTED SERVICES
14280464	PURCOR PEST SOLUTIONS	4/10/2025	2217.00	0100	CONTRACTED SERVICES
14280466	SCHOLASTIC , INC	4/10/2025	987.94	0100	INSTRUCTIONAL MATERIALS
14280467	STANDARD ELECTRONICS	4/10/2025	717.50	0100	CONTRACTED SERVICES
14280468	SWEETWATER UNION HIGH	4/10/2025	4550.00	0100	CONTRACTED SERVICES
14280469	KONE INC	4/10/2025	12055.98	0100	CONTRACTED SERVICES
14280470	CALIFORNIA DEPT. OF JUSTICE	4/10/2025	147.00	0100	CONTRACTED SERVICES
14280471	I B TROPHIES & AWARDS	4/10/2025	93.15	0100	OFFICE MATERIALS
14280472	YMCA OF SAN DIEGO COUNTY	4/10/2025	720521.54	0100	CONTRACTED SERVICES
14280473	AT&T	4/10/2025	8202.41	0100	UTILITIES
14280474	OPTIMUM FLOORCARE	4/10/2025	176.04	0100	CUSTODIAL MATERIALS
14280475	PRO POWER	4/10/2025	495.68	0100	GROUPS SUPPLIES
14280476	SPARKLETTS	4/10/2025	821.64	0100	CONTRACTED SERVICES
14280477	PROCARE THERAPY	4/10/2025	8159.83	0100	PROFESSIONAL SERVICES
14281917	FORENSIC ANALYTICAL CONSULTING	4/14/2025	2900.00	0100	CONTRACTED SERVICES
14281919	MARK KIRCHER	4/14/2025	46.20	0100	MILEAGE
14281921	CAL PACIFIC TRUCK CENTER ,LLC	4/14/2025	8866.03	0100	CONTRACTED SERVICES
14281922	THE STEPPING STONE GROUP	4/14/2025	43872.69	0100	PROFESSIONAL SERVICES
14281923	EDTHEORY LLC	4/14/2025	30777.44	0100	PROFESSIONAL SERVICES

Expenditure Report  
4/1/2025-4/30/2025

Warrant	Payee	Date	Warrant Amount	Fund	Description
14281924	BRIDGE THE GAP SPED, LLC	4/14/2025	308.75	0100	PROFESSIONAL SERVICES
14281925	MAIREN RUIZ	4/14/2025	133.41	0100	REIMBURSEMENT
14281928	CURRICULUM ASSOC. INC.	4/14/2025	1678.33	0100	INSTRUCTIONAL MATERIALS
14281930	SOUTH BAY FENCE, INC.	4/14/2025	12280.00	0100	CONTRACTED SERVICES
14281931	EWING IRRIGATION	4/14/2025	1053.39	0100	GROUPS SUPPLIES
14281932	ATKINSON, ANDELSON, LOYA, RUUD	4/14/2025	27402.38	0100	LEGAL FEES
14281933	IMPERIAL SPRINKLER SUPPLY	4/14/2025	37.59	0100	GROUPS SUPPLIES
14281934	MIRAMAR BOBCAT INC	4/14/2025	847.61	0100	GROUPS SUPPLIES
14281935	BEST BEST & KRIEGER LLP	4/14/2025	16094.80	0100	LEGAL FEES
14281936	ERIKA MEZA	4/14/2025	83.05	0100	REIMBURSEMENT
14283099	P.I.P.S.	4/17/2025	85633.83	0100	PROFESSIONAL SERVICES
14283100	VECTOR USA	4/17/2025	8341.59	0100	PROFESSIONAL SERVICES
14283101	CSM CONSULTING INC.	4/17/2025	1500.00	0100	CONTRACTED SERVICES
14283102	PANERA BREAD COMPANY	4/17/2025	291.49	0100	REFRESHMENTS
14283103	ALLIANCE FOR AFRICAN ASSISTANCE	4/17/2025	128.79	0100	PROFESSIONAL SERVICES
14283104	SUN DIEGO CHARTER	4/17/2025	4680.00	0100	CONTRACTED SERVICES
14283105	CANON FINANCIAL SERVICES, INC	4/17/2025	7112.97	0100	CONTRACTED SERVICES
14283106	MARICELA BANUET	4/17/2025	484.05	0100	REIMBURSEMENT
14283107	SO-CAL RATTLESNAKE REMOVAL	4/17/2025	1750.00	0100	CONTRACTED SERVICES
14283108	HAWTHORNE MACHINERY	4/17/2025	14757.47	0100	CONTRACTED SERVICES
14283109	SOUTH BAY FENCE, INC.	4/17/2025	27087.99	0100	CONTRACTED SERVICES
14283110	REFRIGERATION SUPPLIES	4/17/2025	1178.36	0100	MAINTENANCE SUPPLIES
14283111	HOME DEPOT	4/17/2025	3466.51	0100	MAINTENANCE SUPPLIES
14283112	RAINBOW BOOK COMPANY	4/17/2025	1951.43	0100	INSTRUCTIONAL MATERIALS
14283113	CALIFORNIA DEPT. OF JUSTICE	4/17/2025	147.00	0100	CONTRACTED SERVICES
14283114	WILLYS ELECTRONIC SUPPLY CO.	4/17/2025	305.54	0100	MAINTENANCE SUPPLIES
14283115	PERMA BOUND PUB.	4/17/2025	537.54	0100	INSTRUCTIONAL MATERIALS
14283116	A-Z BUS SALES, INC.	4/17/2025	852.76	0100	CONTRACTED SERVICES
14283117	NAPA AUTO PARTS	4/17/2025	26.92	0100	TRANSPORTATION SUPPLIES
14283118	CPI	4/17/2025	5009.25	0100	INSTRUCTIONAL MATERIALS
14283119	WESTAIR GASES & EQUIPMENT INC	4/17/2025	357.44	0100	CONTRACTED SERVICES

Expenditure Report  
4/1/2025-4/30/2025

Warrant	Payee	Date	Warrant Amount	Fund	Description
14283120	AMAZON CAPITAL SERVICES	4/17/2025	4562.27	0100	INSTRUCTIONAL MATERIALS
14283121	CALIFORNIA FINANCIAL SERVICES	4/17/2025	10000.00	0100	CONTRACTED SERVICES
14284414	JOHNSON CONTROLS	4/21/2025	4512.49	0100	CONTRACTED SERVICES
14284416	BAY CITY ELECTRIC WORKS	4/21/2025	1818.03	0100	CONTRACTED SERVICES
14284417	SIGNA DIGITAL SOLUTIONS, INC	4/21/2025	9240.06	0100	CONTRACTED SERVICES
14284418	DAVID PEREZ	4/21/2025	484.59	0100	REIMBURSEMENT
14284422	SAN DIEGO GAS & ELECTRIC	4/21/2025	103728.08	0100	UTILITIES
14284423	DUNN-EDWARDS CORP.	4/21/2025	1333.22	0100	MAINTENANCE SUPPLIES
14284425	ULINE	4/21/2025	154.00	0100	PUBLICATION SUPPLIES
14284426	VALLEY INDUSTRIAL SPECIALTIES	4/21/2025	900.23	0100	MAINTENANCE SUPPLIES
14284428	SOUTHWEST SCHOOL & OFFICE	4/21/2025	3381.45	0100	INSTRUCTIONAL MATERIALS
14284430	AMAZON CAPITAL SERVICES	4/21/2025	2661.13	0100	INSTRUCTIONAL MATERIALS
14285680	WALSH & ASSOCIATES, APC	4/24/2025	675.00	0100	LEGAL SERVICES
14285688	CITY TREASURER	4/24/2025	9525.45	0100	UTILITIES
<b>Total Fund 01</b>			<b>\$ 1,814,714.70</b>		
14279069	EARLY CHILDHOOD ASSESSMENT PROFESSIONALS	4/7/2025	3305.00	1200	PROFESSIONAL SERVICES
14280465	LAKESHORE	4/10/2025	777.86	1200	INSTRUCTIONAL MATERIALS
14281929	SCHOOL SPECIALTY	4/14/2025	268.94	1200	INSTRUCTIONAL MATERIALS
14284419	STEPHANIE WOODEN	4/21/2025	55.61	1200	MILEAGE
<b>Total Fund 12</b>			<b>\$ 4,407.41</b>		
14281915	SELECTA INTERNATIONAL	4/14/2025	1954.96	1300	CAFETERIA FOODS
14284409	ANA BUSH	4/21/2025	46.03	1300	MILEAGE
14284410	TECH-24	4/21/2025	570.21	1300	CONTRACTED SERVICES
14284412	GOLD STAR FOODS	4/21/2025	95682.81	1300	CAFETERIA FOODS
14284413	SYSCO SAN DIEGO INC.	4/21/2025	19998.74	1300	CAFETERIA FOODS
14284415	LUNCHASSIST, INC.	4/21/2025	100.00	1300	CONTRACTED SERVICES
14284420	IMPERIAL DADE WEST COAST	4/21/2025	8279.67	1300	CAFETERIA FOODS
14284421	YESENIA CHARLES	4/21/2025	21.70	1300	MILEAGE
14284424	LLOYD PEST CONTROL CO.	4/21/2025	301.00	1300	CONTRACTED SERVICES
14284427	CALIFORNIA DEPARTMENT OF	4/21/2025	253.53	1300	CONTRACTED SERVICES
14284429	AMERICAN PRODUCE DISTRIBUTORS	4/21/2025	15224.51	1300	CAFETERIA FOODS

Expenditure Report  
4/1/2025-4/30/2025

Warrant	Payee	Date	Warrant Amount	Fund	Description
14284431	AFFORDABLE GREASE PUMPING	4/21/2025	3780.00	1300	CONTRACTED SERVICES
14285681	LA BELLA PIZZA LLC	4/24/2025	1062.75	1300	REFRESHMENTS
14285690	OFFICE DEPOT	4/24/2025	669.57	1300	OFFICE SUPPLIES
14287306	HOLLANDIA DAIRY INC.	4/28/2025	25226.62	1300	CAFETERIA FOODS
<b>Total Fund 12</b>			<b>\$ 173,172.10</b>		
14281916	DEPARTMENT OF GENERAL SERVICES	4/14/2025	231000.00	2133	PROFESSIONAL SERVICES
14281918	U.S. BANK NATIONAL ASSOCIATION	4/14/2025	1650.00	2133	PROFESSIONAL SERVICES
14281920	CONAN CONSTRUCTION, INC	4/14/2025	168152.85	2133	PROFESSIONAL SERVICES
14281926	BARNHART-REESE CONSTRUCTION, INC.	4/14/2025	1185419.50	2133	PROFESSIONAL SERVICES
14281927	C BELOW, INC.	4/14/2025	10757.50	2133	PROFFESIONAL SERVICES
14284411	U.S. BANK NATIONAL ASSOCIATION	4/21/2025	60740.50	2133	PROFESSIONAL SERVICES
14285679	U.S. BANK NATIONAL ASSOCIATION	4/24/2025	250.00	2133	PROFESSIONAL SERVICES
14285682	PBK ARCHITECTS INC	4/24/2025	660.00	2133	CONTRACTED SERVICES
14285683	PLACEWORKS	4/24/2025	24770.00	2133	COONTRACTED SERVICES
14285684	GAFCON PM-CM LLC	4/24/2025	28282.00	2133	CONTRACTED SERVICES
14285685	BARNHART-REESE CONSTRUCTION, INC.	4/24/2025	4750.00	2133	PROFESSIONAL SERVICES
14285686	JOHNSON CONSULTING ENGINEERS, INC	4/24/2025	10000.00	2133	PROFESSIONAL SERVICES
14285691	B&H PHOTO,VIDEO	4/24/2025	4338.22	2133	TECHNOLOGY EQUIPMENT
14287301	U.S. BANK NATIONAL ASSOCIATION	4/28/2025	11666.72	2133	PROFESSIONAL SERVICES
14287302	COLBI TECHNOLOGIES, INC	4/28/2025	29890.00	2133	CONTRACTED SERVICES
14287304	BARNHART-REESE CONSTRUCTION, INC.	4/28/2025	221667.68	2133	PROFESSIONAL SERVICES
14287305	AVIDEX INDUSTRIES, LLC	4/28/2025	9392.33	2133	PROFESSIONAL SERVICES
14285689	SOUTH BAY FENCE, INC.	4/24/2025	8745.00	2139	PROFESSIONAL SERVICES
<b>Total Fund 21</b>			<b>\$ 2,012,132.30</b>		
14287303	VITAL INSPECTION SERVICES INC.	4/28/2025	6160.00	2518	PROFESSIONAL SERVICES
14287307	SOUTH BAY FENCE, INC.	4/28/2025	23780.00	2518	PROFESSIONAL SERVICES
<b>Total Fund 25</b>			<b>\$ 29,940.00</b>		
14285687	UES PROFESSIONAL SOLUTIONS, INC	4/24/2025	5350.00	4000	PROFESSIONAL SERVICES
<b>Total Fund 40</b>			<b>\$ 5,350.00</b>		
Grand total			<b>\$ 4,039,716.51</b>		

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** May 22, 2025

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

**FROM:**  
Business Services  
Marilyn Adrianzen, Chief Business Official

☐ Informational  
☒ Action

**AGENDA ITEM:** ACCEPTANCE OF DONATIONS

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**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 grants/donations are in keeping with the criteria of Board Policy 3290.

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

**RECOMMENDATION:**

Accept donations and grants valued at \$9,320.00 to help support and enrich our educational programs.

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**LCAP GOAL AND ACTION/SERVICE (please indicate):**

☐ Renewal    ☒ New    ☐ Amendment    ☒ Ratify    ☐ Other

Financial Implications?

☐ Yes    ☒ No

Are funds for this item available in the 2024-2025 Budget?

☐ Yes    ☐ No

Requisition #

DONATIONS  
\$9,320.00

(Amount)

Cash/Checks Only  
Donations Account

(Name of funding source and/or location)

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

San Ysidro School District 2024 - 2025

BOARD MEETING: 05-22-25		Donation / Grant		Purpose / Description
From	To	Cash/Check Amount	Estimated Value of items/supplies	
PBK	District	\$2,500.00	N/A	Staff Development
Living Coast Discovery Center	Stem Fair	N/A	\$15.00	4 General admission tickets
San Diego Air and Space	Stem Fair	N/A	\$150.00	Ticket bundles
Society of Women Engineers SD Chapter	Stem Fair	N/A	\$40.00	2 Water bottle gift bundles \$20/ea
SBCS	Stem Fair	N/A	\$40.00	2 Gift cards
WTS	Stem Fair	N/A	\$15.00	Rock formations Activity
Lockheed Martin	Stem Fair	N/A	\$20.00	Swag bah
Jack in the Box	Stem Fair	N/A	\$6,000.00	Food Coupons
Rick Engineering Co.	Stem Fair	N/A	\$40.00	Student Activity boxes
Anonymous	Stem Fair	N/A	\$300.00	2 Bicycles
Anonymous	Stem Fair	N/A	\$200.00	Student Engineering Kits and Activities, basketball, footballs, terrarium kit, genstone dig kit, chemistry kit, and clean water science kit.
TOTAL:		\$2,500.00	\$6,820.00	
		\$9,320.00		

# SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

**TO:** Governing Board

**BOARD MEETING DATE:** May 22, 2025

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

**FROM:**  
Todd Lewis, Director  
Information Management Systems

☐ Informational  
☒ Action

**AGENDA ITEM:** AGREEMENT WITH FINALSITE

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## BACKGROUND INFORMATION:

The District currently has a contract with Blackboard Inc. to host its main website, mass communication system, and automated attendance notification system. Recently, Blackboard Inc. was acquired by Active Internet Technologies, dba Finalsité.

For this reason, the District's current Blackboard website system will "sunset" this summer and be replaced with a newer, more modern Finalsité website that provides similar functionality. This new Finalsité Core Communications Platform and Mass Notifications system, due to its modern design, will simplify the daily use of the District's main website. The new Finalsité system also incorporates Blackboard's mass communication system, which the District is currently using, with the option of migrating to a new, more modern Finalsité system.

Term: Three-year agreement with two optional one-year terms. (Effective May 16, 2025)

## RECOMMENDATION:

Approve the 3-year agreement with Finalsité to provide a Communications Core Platform and Mass Notifications System. Cost implications will be paid from the General fund.

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## LCAP GOAL AND ACTION/SERVICE:

☐ Renewal    ☒ New    ☐ Amendment    ☐ Ratify    ☐ Other

Financial Implications?

Are funds for this item available in the 2024-2025 Budget?

Requisition #

☒ Yes    ☐ No

☒ Yes    ☐ No

3-year Contract

\$64,740.00

(Amount)

General Fund / Other

(Name of funding source and/or location)

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

## FINALSITE ORDER

This **Finalsite Order (the 'Order')** is entered into by and between Active Internet Technologies, dba Finalsite ('Finalsite') and San Ysidro School District ("Customer") and sets forth the terms of Customer's use of the products and services set forth below ("**Pricing Summary**"). This Order, together with the Master Terms and Conditions for Services (the "**Master Terms**") located at <https://www.finalsite.com/masterterms/useducationagencies> and incorporated herein by this reference, form the entire agreement between the parties in respect of the products and services set forth below. Each of the individuals executing this Order represent and warrant that he or she is authorized to execute this Order on behalf of Customer or Finalsite, as applicable. Unless otherwise specified herein, any capitalized terms used in this Order shall have the meaning defined in the Master Terms. The "**Effective Date**" of this Order is the date on which both parties have signed this Order as reflected in the signature lines below.

In consideration of the promises set forth herein, and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereby agree as follows:

### A. Pricing Summary

\* Indicates products added

[x] Indicates products removed

## CMS Platform

Platform	
* Core Communications Platform - Blackboard WCM Conversion View a detailed description of what is included in your software package here <a href="https://www.finalsite.com/wcm-conv-pkg">https://www.finalsite.com/wcm-conv-pkg</a>	[X] WCM ESSENTIAL

Setup and Creative and Professional Services	
* Blackboard WCM Composer Upgrade View a detailed description of what is included in your software package here <a href="https://www.finalsite.com/sow-wcm-conv">https://www.finalsite.com/sow-wcm-conv</a>	* Advanced Search Setup
* Integration Setup	* Support Plus Setup
* CMS Core (Website) Setup	* Content Optimization - 10 Pages   Qty. 5

Add-Ons	
* Advanced Search	* LDAPS/Active Directory Integration
* Support Plus	

Training	
* Online Training   Qty. 4 The Statement of Work ('SOW') for Training Services can be reviewed here <a href="https://www.finalsite.com/SOWOLT">www.finalsite.com/SOWOLT</a>	



Products Included in Communications Core Platform - Blackboard WCM Conversion	
Finalsite Composer Content Management System	Granular Permissions
Basic Integrated Site Search	HTTPS Implementation
Calendar Manager	Knowledge Base and Product Training Resources
Website cloud storage / 120 GB	Mobile Friendly, Responsive Designs
Comprehensive Training Program	News / Blogs via Posts (Unlimited)
Content Migration Included	Page Based Notifications (Unlimited)
District Site and 8 Additional Sites	Published Pages (Unlimited)
Drag - and - Drop Page Elements	Resources (Media, Galleries, Document Library)
Faculty / Staff Directory (public facing)	Secure Hosting & CDN
Faculty / Staff Portal	Single Sign-On
Forms Manager (Unlimited forms)	Social Media Feeds for Districts - Standard (9)
Standard Support Plan	

## Communications

Platform	
<input checked="" type="checkbox"/> MASS NOTIFICATIONS	* Messages XR Enterprise
* Messages View a detailed description of what is included in your software package here <a href="https://www.finalsite.com/sow-mxr">https://www.finalsite.com/sow-mxr</a>	

Setup	
* Messages XR Enterprise Conversion from MN	

Add-Ons
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<p>* Messages: Automated Workflows</p> <p>The Statement of Work ('SOW') for this product can be reviewed here <a href="http://www.finalsite.com/ssu">www.finalsite.com/ssu</a></p>	
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## Digital Marketing Services

Digital Marketing Services	
<p>* Virtual Webmaster</p> <p>View a detailed description of what is included in your software package here <a href="http://www.finalsite.com/virtual-webmaster-sow">http://www.finalsite.com/virtual-webmaster-sow</a></p>	

### Special Provisions:

- 1) Virtual Training: This agreement includes (4) hours of Composer virtual training for central office staff and school-based website administrators. Training entitlement must be used by 5/1/2026.
- 2) Page Optimization: Agreement includes 50 total pages of Page Optimization for customer
- 3) Virtual Webmaster: This agreement entitles the Customer to (20) hours of Finalsite's Virtual Webmaster service. Additional hours can be purchased at a rate of \$150/hour. This service will be made available for a maximum of 5 hours per week. Unused hours expire on 5/1/2026. Finalsite's Virtual Webmaster team will make every effort to deliver a prompt turnaround on requested tasks. However, due to the shared resource nature of the Virtual Webmaster service, turnaround times are subject to Virtual Webmaster availability.
- 4) Mass Notifications will not be disabled until launched on Messages XR Enterprise.  
 Client is eligible to kickoff conversion to Messages XR Enterprise in summer 2025 or anytime thereafter through 2026. The customer shall have the option, exercisable by providing Finalsite at least sixty (60) days' advance written notice, to migrate from the mass notification product described in this Order to Finalsite's service offering known as 'FS Comms', fka 'Messages XR Enterprise', which shall include all updates and upgrades thereto. In such event, the parties must mutually agree in writing on a target date for completion of such conversion based upon Finalsite's then-current implementation pipeline. In order to exercise this option, Customer must be current in all payments due under the Agreement.
- 5) This is a 3 year agreement with two additional one-year optional terms that will renew at the beginning of billing periods 4 and 5, unless written notice of cancellation is given to Finalsite no later than 90 days prior to the end of the then current one-year term.

### Services: Initial Term and Fees:

The initial term of this Order is for the 15 year period beginning from the Effective Date, unless otherwise outlined in the schedule below (the "Initial Term").

Fees for the Initial Term for the Services specified in the table above are set forth below:

Total Setup Cost (USD)
\$ 0

Schedule	Amount
Period 1 - Jul 01 2025	\$ 20,740

Period 2 - Jul 01 2026	\$ 21,570
Period 3 - Jul 01 2027	\$ 22,430
Period 4 - Jul 01 2028	\$ 23,340
Period 5 - Jul 01 2029	\$ 24,260

## B. Payment Terms

1. All fees for the initial year of this Order shall be due as follows: (i) Set Up fees shall be invoiced on the Effective Date of this Order and shall be due and payable upon receipt of invoice; (ii) fees for Year 1 (described in the fee table above) shall be invoiced on the Effective Date of this Order or the first day of Year 1, whichever is later, and shall be due and payable upon receipt of invoice; (iii) fees for each subsequent Year of the Initial Term, and for each Renewal Term, shall be invoiced on the commencement of such Year or Renewal Term (as applicable) and shall be due and payable upon receipt of invoice. Fees for any other Services, and for reimbursable expenses, shall be invoiced in accordance with the Master Terms or this Order and shall be due and payable upon receipt of invoice.
2. Unless otherwise specified in the Special Provisions above, this Order Form shall be renewed automatically for successive periods of (5) years (each a "Renewal Term") after the expiration of the Initial Term and any subsequent Renewal Term, unless Customer provides Finalsite, or Finalsite provides Customer, with a written notice to the contrary ninety (90) days prior to the end of the Initial Term or Renewal Term, as applicable.
3. Unless otherwise specified, all dollars (\$) are United States currency.
4. Sales/VAT Tax: If applicable, a copy of Customer's Sales/VAT Tax Direct Pay Certificate or its Sales/VAT Tax Exemption Certificate must be returned with this Order Form. Otherwise, Finalsite will invoice Customer for applicable sales, use and other transactional taxes due in connection with the Services or the fees due therefor.
5. Except as otherwise specified in this Order, fees are subject to increase in accordance with the applicable provisions of the Master Terms.
6. In addition to Customer's obligations to pay the fees described in the fee table above, Customer agrees to reimburse Finalsite for all travel and other out-of-pocket expenses reasonably incurred by Finalsite in rendering any services described in this Order.

Any SOWs to which links are provided above in Section A, "Pricing Summary," are incorporated into this Order by reference, and any professional services described therein are included as part of your software package. By signing below, Finalsite and Customer each agree to the terms and conditions of this Order, the Master Terms, and any SOWs incorporated by reference. By signing below, Finalsite and Customer each agree to the terms and conditions of this Order and the Master Terms.

On Behalf Of: <b>San Ysidro School District</b>	Active Internet Technologies ('Finalsite')
Signature  Marilyn Adrianzen	Signature
Name (printed)  Chief Business Official	Name (printed)
Title (printed)	Title (printed)
Date  Board approved: _____	Date

### C. Customer Contact Information

Please fill out the following information, which will be used by our deployment & accounting teams.

<b>Billing Contact</b>	Blanca Vega
<b>Title</b>	Accounts Payable Specialist
<b>Address</b>	4350 Otay Mesa Rd
<b>City, State Zip</b>	San Ysidro, CA 92173-1685
<b>Phone</b>	(619) 428-4476 x3005
<b>Email</b>	blanca.vega@sysdschools.org

<b>Project Contact</b>	Todd Lewis
<b>Title</b>	Director of Education Technology
<b>Phone</b>	(619) 428-4476 x3062
<b>Email</b>	todd.lewis@sysdschools.org

<b>*Executive Sponsor (Superintendent, Head of School, CFO, etc.)</b>	Marilyn Adrianzen
<b>Title</b>	Chief Business Official
<b>Email</b>	marilyn.adrianzen@sysdschools.org

\*The Executive Sponsor should be separate from the Project Contact and is typically the Superintendent, Head of School, Business Manager, CFO, etc.



## Finalsite Master Terms and Conditions

### U.S. EDUCATION AGENCIES

THESE MASTER TERMS AND CONDITIONS ("MASTER TERMS") APPLY TO ALL SERVICES MADE AVAILABLE TO THE CUSTOMER BY ACTIVE INTERNET TECHNOLOGIES, LLC, dba FINALSITE, A CONNECTICUT LIMITED LIABILITY COMPANY HAVING A PRINCIPAL PLACE OF BUSINESS AT 655 WINDING BROOK DRIVE, GLASTONBURY, CONNECTICUT 06033 AND ITS OPERATING AFFILIATES INCLUDING SCHOOLADMIN LLC, SCHOOLPOINT, INC. AND FINALSITE HOLDINGS (UK) LIMITED (COLLECTIVELY, "FINALSITE"). THE "CUSTOMER" IS A SCHOOL DISTRICT OR OTHER EDUCATION AGENCY WHICH ENTERS INTO AN ORDER WITH FINALSITE PURSUANT TO THESE MASTER TERMS. EACH ORDER EXECUTED BY THE PARTIES FORMS A SEPARATE CONTRACT BETWEEN WHICH INCORPORATES AND IS GOVERNED BY THESE MASTER TERMS (FINALSITE AND CUSTOMER ARE SOMETIMES INDIVIDUALLY REFERRED TO AS A "PARTY" AND COLLECTIVELY REFERRED TO AS THE "PARTIES").

These Master Terms, together with each fully executed Order and Statement of Work, any applicable Services Rider containing terms and conditions specific to any Services, and any additional contract documents agreed to in writing between the Parties (collectively, the "Customer Contract Documents"), form the contract between Finalsite and the Customer (collectively, the "Agreement").

In the event of any conflict between the terms and conditions of these Master Terms and the terms and conditions of any Order, the terms and conditions of the Order shall control with respect to such Order. In the event of any conflict between the terms and conditions of these Master Terms and the terms and conditions of any Services Rider, the terms and conditions of the Services Rider shall control with respect to the relevant Services. **In the event of any conflict between the terms and conditions of these Master Terms and the terms and conditions of the Customer Contract Documents, the terms and conditions of the Customer Contract Documents shall control.**

#### 1. Ordering Services.

1.1 Services Generally. Finalsite agrees to provide the Customer the software as a service ("SaaS") services (collectively, the "Services" or "SaaS Services") described in a mutually agreed ordering document signed by the Parties (each an "Order"). Services may include access to certain software applications and other technology of Finalsite, including hosting, regular support and maintenance any and all regular updates, enhancements, error corrections, bug fixes, and modifications which are made generally available by Finalsite to its customers (collectively, "SaaS Services") and certain professional services, including deployment of the SaaS Services and other professional services, such as website design, training and consulting services (collectively, "Professional Services"). Specific Services are also subject to the terms and conditions included in the Order. The Customer shall only have the right to receive those Services specified in the relevant Order during the duration stated therein. Subject to the terms and conditions of this Agreement, Finalsite shall make the relevant Services available to the Customer on the Effective Date of the applicable Order. In the course of Finalsite providing Services, Finalsite may utilize its employees, affiliates, subcontractors and/or third party service providers ("Representatives") to provide their services to Finalsite as part of Finalsite's provision of Services to the Customer. Finalsite's Representatives include third parties who provide back-up, hosting, support and business recovery services. Finalsite remains

responsible for the acts of its Representatives under this Agreement.

#### 2. Usage Rights and Restrictions.

2.1 Usage Rights – SaaS Services. Subject to the terms of this Agreement, Finalsite grants the Customer the right to access and use the SaaS Services described in each Order solely by the Customer's employees, faculty, administrators, students, parents of students, alumni and/or third party service providers who are authorized by the Customer to use the SaaS Services on the Customer's behalf (collectively, "Authorized Users"). With respect to public-facing content which the SaaS Services display on behalf of the Customer, Authorized Users include individuals who access screen displays of the SaaS Services on a remote, web-enabled basis in order to view the content which the Customer has chosen to display to the public. The Customer and its Authorized Users shall access the SaaS Services solely via Finalsite hosted portal. The Customer shall have no other access to any Finalsite technology and shall not be entitled to download or otherwise receive a copy of the SaaS Services. Due to the nature of a SaaS delivery model, the SaaS Services to which the Customer is provided access will be the then-current version of such SaaS Services which is made available by Finalsite to its customers generally. The Customer shall be liable for the acts and omissions of its Authorized Users relating to this Agreement and use of the SaaS Services. Finalsite

reserves to itself all rights not expressly granted pursuant to this Agreement.

2.2 ☐ **Restrictions.** The Customer and its Authorized Users shall not (i) access or use the Services beyond the Term and specific scope limitations set forth in the relevant Order; (ii) modify, copy, transfer, translate or create any derivative works based on the SaaS Services; (iii) override or attempt to override or circumvent any security feature, control usage limits with respect to the SaaS Services; (iv) remove or alter any copyright notices, trademarks or other proprietary rights notices contained on or within (or in any materials provided by Finalsite in connection with) the Services; (v) resell or sublicense the Services or use the SaaS Services to provide any services on behalf of any third parties; (vi) violate any applicable law, regulation, order, decree or judgment in connection with the use of the Services, including any content and data utilized thereby; (vii) use or knowingly permit the use of any security testing tools in order to probe, scan or attempt to penetrate or ascertain the security of the SaaS Services, Finalsite's systems or any software applications deployed by or accessible via integration with Finalsite; or (viii) attempt to gain access to the SaaS Services or any Finalsite systems in a manner not expressly authorized in the Agreement. The Customer shall take all reasonable precautions to prevent any virus or other malicious code from compromising the SaaS Services and/or Finalsite systems, including implementing other industry-standard security protections for any browsers used to access the SaaS Services. The Customer shall only enable access to and allow use of the Services in accordance with the express terms of the Agreement. Additional usage limitations or restrictions may be imposed on the Customer's use of the Services in the relevant Order, including limitations on bandwidth and storage.

2.3 ☐ **Analytics.** The Customer acknowledges that Finalsite may track usage of the SaaS Services by the Customer and its Authorized Users (by use of Google Analytics and other similar means) for purposes of providing, enhancing and maintaining its service offerings, collecting and analyzing cookies and other metadata, for analytical, statistical or benchmarking purposes and for creating analytics related to the use of the SaaS Services by Finalsite customers ("**Analytics Data**"). Analytics Data is created and maintained on an anonymized basis and does not identify individual data subjects. All right, title and ownership of Analytics Data (including all derivative works thereof) is and shall remain solely and exclusively vested in Finalsite.

### 3. Service Levels.

3.1 ☐ Finalsite will provide the SaaS Services in accordance with the Service Level Agreement ("**SLA**") available at <https://www.finalsite.com/servicelevels>, as may be amended from time to time in a manner that does not materially degrade the service levels set forth therein.

### 4. Professional Services.

4.1 ☐ **Statement(s) of Work.** The Parties may also enter into a Statement of Work (each, a "**SOW**") to describe the scope of certain Professional Services and specific terms and dependencies relating to those Professional Services. In order to be effective, a SOW must be signed by both Parties and reference the applicable Order. Any modifications or changes to the Services following execution of a SOW must be evidenced by a mutually acceptable amendment signed by both Parties.

4.2 ☐ **Limitations/ Cooperation.** Any timetable set forth in a SOW, Order or other project document is a good faith estimate which is dependent on, among other factors, the Customer's provision of appropriate information, cooperation, assistance, and tasks, including those items which may be identified as the responsibility of the Customer in the SOW. Subject to Section 7.2 of these Master Terms, the Customer shall provide Finalsite access to the Customer's logos and trademarks and other content as may be necessary for Finalsite to perform the Professional Services described in an Order.

4.3 ☐ **Professional Services Representations and Warranties.** Finalsite will provide all Professional Services in a professional and workmanlike manner and in accordance with any and all descriptions or requirements set forth in an applicable SOW. If deliverables are provided as part of the Professional Services and those deliverables do not conform in all material respects to any applicable specifications and other requirements described in the applicable Order or SOW, the Customer shall give Finalsite written notification of the deficiency or non-conformance within thirty (30) days after delivery of such Services. Finalsite then shall, within thirty (30) days of receipt of such written notification, use commercially reasonable efforts to correct the deficiency. The Customer shall provide such support and assistance as reasonably requested by Finalsite to discover the cause or a cure for the reported deficiency or non-conformance.

4.4 ☐ **E-Verify.** Finalsite agrees that it shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all newly hired employees engaged to perform Professional Services during the Term of this Agreement.

4.5 Conflicts of Interest/ Anti-Corruption. Finalsite agrees that it will not knowingly engage in transactions which conflict with the interests of the Customer and shall abide by a high standard of ethical conduct in the formation of this Agreement and providing Services hereunder. In particular, Finalsite will not pay kickbacks directly or indirectly to any Customer employee for the purpose of obtaining this or any other agreement with the Customer and agrees to cooperate fully with any investigation involving a possible violation of this Section. Finalsite has provided Customer's employees or Representatives no fees, gifts, gratuities, compensation, or anything of value in violation of applicable law in connection with this Agreement.

## 5. Maintenance and Support.

5.1 Scope. Finalsite shall provide maintenance and support of the SaaS Services, including provision of and all regular updates, enhancements, error corrections, bug fixes and modifications to the SaaS Services in accordance with Finalsite's then-current standard support policies and practices as and when made available to customers generally. Finalsite supports the Customer's browser access to the SaaS Services utilizing the then-current version and one prior version of Internet

Explorer, Microsoft Edge, Safari, Chrome or Firefox. Certain Support Services are accessible through the "Help" section located in the Customer's interface to the SaaS Services. Finalsite reserves the right to discontinue any Service during the Term for any reason, but in such event Finalsite will notify Customer and, as Customer's sole and exclusive remedy, Finalsite will provide a pro-rata refund for any unused portion of the discontinued Services.

5.2 Enhanced Support. Certain support Services (such as expedited or "priority" support) may be purchased by the Customer under an Order, and, in such event, the terms and conditions of such support Services, and associated fees, shall be as described in the applicable Order.

## 6. Third Party Technology.

6.1 Third Party Technology. Finalsite may utilize certain software or other technology of third parties (collectively, "Third Party Technology") in connection with its provision of the SaaS Services. The SaaS Services may be used to enable the Customer to interact with and/or utilize certain Third Party Technology, such as payment processing, online chat services, site translation services, accessibility overlay solutions, font and typography services, and any web service, website, social media platform or online library that enables functionality within a webpage displayed by the SaaS Services. Finalsite shall be responsible for enabling interoperability

between the SaaS Services and the Third Party Technology described in the relevant Order. Except for the foregoing, the Customer is solely responsible and liable for the Customer's access to or use of any Third Party Technology.

## 7. Ownership.

7.1 Customer Materials. As between the Customer and Finalsite, Customer Materials are the sole and exclusive property of Customer. "Customer Materials" means, collectively, all data and materials (including text and images) that the Customer and its Authorized Users input, post, submit, or otherwise provide to Finalsite while utilizing the Services and in connection with Finalsite's provision of Services under this Agreement; and Customer's logos and trademarks. The Customer shall be solely responsible and liable for the content, accuracy or completeness of all Customer Materials (including monitoring the content of Customer Materials posted on the SaaS Services), and for any infringement of any third party intellectual property rights resulting from by any Customer Materials.

7.2 Use of Customer Materials. During the Term of this Agreement, Customer grants to Finalsite and its Representatives a non-exclusive, royalty-free license to access, modify, reproduce, display, combine, copy, store, transmit, distribute, and otherwise use the Customer Materials for purposes of performing Finalsite's obligations hereunder. Subject to the terms of the Agreement and to the extent permitted by applicable law, Customer authorizes Finalsite and its Representatives to access and process Customer Materials in countries other than the jurisdiction from which the Customer Materials were originally collected. Finalsite shall not use Customer Materials except as authorized under this Agreement (including the applicable DPA) and to the extent required, or permitted, by applicable laws or regulations.

7.3 Services. As between the Customer and Finalsite, Finalsite owns all right, title, and interest in and to: (a) the SaaS Services, including the underlying software applications and technology and all application program interfaces ("API's") provided or made available by Finalsite in connection therewith; (b) all documentation, materials, work product and deliverables resulting from or related to the Services; and (c) all enhancements, modifications, updates, upgrades and derivative works thereof and all Intellectual Property Rights in any of the foregoing. Any enhancements, modifications, derivative works or any other intellectual property created directly or indirectly using or referring to the SaaS Services or components thereof, whether created solely by the



Customer, a third party on behalf of the Customer, or jointly by the Customer and Finalsite or a third party on either Party's behalf, belong exclusively to Finalsite, and the Customer hereby irrevocably assigns all rights therein, including all Intellectual Property Rights to Finalsite. For purposes of these Master Terms, "Intellectual Property Rights" means collectively all intellectual or industrial property rights recognized now or in the future under the laws of any jurisdiction throughout the world, including trademarks and trade mark applications, trade names, service marks, patents and patent applications, copyrights, and trade secrets in each case, including any registrations of, applications to register, and renewals and extensions of, any of the foregoing and derivative works and improvements (as such terms are defined and applied under Title 17 and Title 35 U.S.C., respectively).

7.4 ☐ Content Restrictions. Customer agrees not to use any Service to store, display, or transmit content that is deceptive, libelous, defamatory, obscene, racist, hateful, infringing or illegal, and to the extent Authorized Users exercise the rights granted to you under this Agreement, Customer represents and agrees that it will ensure that its Authorized Users will also comply with the obligations applicable to such exercise set forth in this Agreement. Finalsite takes no responsibility and assumes no liability for any Customer Materials that it, or any Authorized User, or third party out of Finalsite's control posts, submits, displays, or otherwise makes available via any Service, and Customer agrees Finalsite is acting only as a passive conduit for the online distribution and publications of such Customer Materials.

7.5 ☐ Removal of Content. If Finalsite determines in good faith that any Customer Materials could (a) pose a material security risk, (b) be deceptive or perceived as libelous, defamatory, obscene, racist, hateful, or otherwise objectionable, or (c) give rise to potential liability to Finalsite or a violation of applicable law or the terms or restrictions of the Agreement, then Finalsite may remove the offending Customer Materials, suspend Customer's and/or Customer's Authorized Users' use of the Services, and/or pursue other remedies and corrective actions.

7.6 ☐ Other Rights. Customer hereby grants Finalsite a limited right and license to use Customer's name, logo and/or other marks for the sole purpose of listing Customer as a user of the applicable Services in promotional materials unless and until Customer provides a written request to discontinue such use.

7.7 ☐ Feedback. In the event that the Customer or any of its Authorized Users submit any ideas, suggestions, proposed enhancements, or other feedback relating to the SaaS Services (collectively, "Feedback"), Finalsite shall own all such Feedback without compensation to the Customer or its Authorized Users and the Customer hereby irrevocably assigns all rights, including any Intellectual Property Rights, in such Feedback to Finalsite.

## **8. Protection of Personal Information.**

8.1 ☐ Provision of Personal Information. In connection with use of the Services set forth in an Order, the Customer and its Authorized Users may from time to time provide Finalsite with certain personally identifiable information of the Customer's students, prospective students, parents of students, faculty, administrators, employees and/or Authorized Users that is protected by various laws and regulations ("Personal Information").

8.2 ☐ Data Protection and other Compliance Obligations. Both Parties shall comply with their respective obligations under applicable data privacy laws with respect to Personal Information, including the Family Educational Rights and Privacy Act of 1974, 20 USC 1232g and its implementing regulations, as they may be amended from time to time ("FERPA"), the Protection of Pupil Rights Amendment ("PPRA"), and COPPA. Finalsite will maintain reasonable and appropriate security measures designed to protect Personal Information from unauthorized access, destruction, use, modification and disclosure.

8.3 ☐ Customer Data Privacy Obligations. The Customer shall maintain reasonable and appropriate security measures to protect the confidentiality and integrity of its account IDs, passwords, and interaction with the SaaS Services. The Customer shall be responsible for all account activities regardless of whether the activities are authorized by the Customer or undertaken by the Customer, its employees, other Representatives, or Authorized Users; and Finalsite is not responsible for unauthorized access to Customer's account. The Customer shall also comply with all applicable laws and regulatory requirements governing Personal Information utilized and transferred in connection with the SaaS Services.

## **9. Additional Data Privacy Terms.**

9.1 ☐ Student Data. Personal Information of students, student records and student-generated content (collectively, "Student Data") is the property of the applicable student or legal guardian of the student. During the Term of this Agreement, the Customer shall retain control of all Student Data maintained in

connection with the Services. Finalsite shall take reasonable commercial measures designed to ensure the security and confidentiality of all Student Data. Finalsite and its employees, agents and contractors shall use Student Data only for purposes for which it may utilize Customer Materials under the terms of this Agreement.

9.2 FERPA. Student Data may include “education records” as defined under FERPA. To the extent that Finalsite collects or processes Personal Information in education records in the course of providing Services under this Agreement, it does so as an outsourced institutional function pursuant to FERPA 34 CFR Part 99.31(a)(1) and is designated by the Customer for these purposes as a “school official” with legitimate educational interests. In this regard, Finalsite will comply with its responsibilities as a school official under FERPA. Similarly, the Customer will comply with the responsibilities applicable to it under FERPA. The Customer is responsible to obtain any necessary consents prior to providing Student Data to Finalsite and is wholly responsible for providing annual notice to students and parents or other legal guardians of their rights with respect to FERPA and other applicable law.

9.3 Additional Data Processing Terms. Additional data processing terms applicable to Customer’s jurisdiction are available at [www.finalsite.com/dpa](http://www.finalsite.com/dpa) (each, a “DPA”) and are incorporated into and made a part of these Master Terms. Finalsite may amend or supplement any DPA from time to time to address current best practice or to address changes in applicable law. Such additional terms will become part of this Agreement unless Customer objects in writing within ten (10) days of any posted update, provided that any changes required by law shall become part of this Agreement immediately upon the effective date of such change.

## 10. Consent to Use/Transfer.

10.1 Consents. The Customer represents and warrants that at all times during the Term it has obtained all consents necessary for Finalsite to access and use the Customer Materials and Student Data for purposes of providing the Services, including those consents related to the collection, use, maintenance and transfer of Personal Information (including Student Data) in compliance with applicable law and regulatory requirements (including the Children’s Online Privacy Protection Act, as amended). Finalsite may rely on this Agreement as the Customer’s representation that all necessary consents have been obtained and Finalsite shall not be required to independently verify such fact or compliance by the Customer with applicable law with respect thereto.

10.2 Authorized Use. The Customer further represents and warrants that the use of Personal Information and other Customer Materials by Finalsite, in accordance with the terms of the Agreement, does not and will not violate any applicable law or regulatory requirements, or result in the breach of any covenant or obligation that the Customer has to any person or entity. The Customer acknowledges that Finalsite has no responsibility to review or monitor any Customer Materials, including reviewing or determining the legality, accuracy or completeness of Customer Materials. Finalsite, however, reserves the right to take any action with respect to the Services that Finalsite deems necessary or appropriate in its sole discretion if Finalsite reasonably believes the Customer’s use of the Services could violate applicable law or regulatory requirements, create liability for Finalsite, its affiliates and/or its suppliers, or could otherwise compromise or disrupt services provided to other customers.

## 11. Customer Responsibilities.

11.1 Hardware and Customer Procedures. In addition to its other responsibilities as set forth in this Agreement, the Customer is solely responsible for and assumes all liability relating to (i) decisions about the Customer’s computer and communications systems needed to access the SaaS Services; (ii) all purchases of any necessary hardware, software, services or licenses required by the Customer to access and use the SaaS Services as contemplated in this Agreement; (iii) the Customer’s procedures and criteria, including any claim by an applicant, student, parent or employee arising from the Customer’s procedures or criteria and any violation of any applicable statutory or regulatory requirements resulting from implementation of the Customer’s procedures and criteria; and (iv) provision and maintenance of all domains and URLs used by the Customer and its Authorized Users to access the Services.

11.2 Compliance with Law. The Customer and its Authorized Users shall comply with all applicable law and regulatory requirements in their respective execution, delivery and performance of this Agreement and access to and use of the Services.

11.3 Terms of Use. Access and use of the Services is contingent upon compliance with the terms and conditions of this Agreement. The Customer warrants and covenants that neither the Customer or its Authorized Users will: (i) use the Services, in whole or in part, to store, initiate or transmit material (including Customer Materials) that is infringing, libelous, defamatory, abusive, harmful to minors, designed to cause annoyance, inconvenience or distress to any

person; comprises unsolicited marketing in violation of third-party privacy or property rights, or otherwise violate applicable law: (ii) interfere with, unreasonably burden, or disrupt the integrity or performance of the Services or third-party data or content contained therein; (iii) attempt to gain unauthorized access to the Services or its related systems or networks; or (iv) provide the Services to third parties who are not Authorized Users, including, by resale, license, loan or lease. The Customer will use best efforts to prevent and/or block any prohibited use, and will cooperate with Finalsite to prevent or cease such use from continuing. The Customer will notify Finalsite in writing within three (3) business days of discovery of facts indicating that the Services are being used in violation of the Agreement or applicable law, describing such violation(s), and the basis for such knowledge, and shall fully cooperate with Finalsite to remedy such violation. The Customer shall be solely responsible and liable for such violative use.

## 12. Term of the Agreement/Orders.

12.1 Term. This Agreement shall become effective on the effective date of the first Order entered into by the Customer and Finalsite and shall continue through the termination date of all Orders hereunder (the “Initial Term”), unless terminated earlier in accordance with the provisions of this Agreement. The term of any Order shall be stated in the Order, provided however that unless otherwise provided in any Order, the term of each Order shall automatically renew for successive terms of equal duration to the initial term stated therein (each, a “Renewal Term”), unless either Party provides written notice of its intent not to renew at least ninety (90) days prior to the expiration of the then-current term. The Initial term and all Renewal Terms are collectively referred to as the “Term”.

## 13. Termination.

13.1 Uncured Breach. In the event either Party defaults in any obligation in this Agreement or any Order, the non-defaulting Party shall give written notice of such default. If the Party in default has not cured the default within thirty (30) days of receipt of the notice, the non-defaulting Party may terminate this Agreement by delivering written notice thereof to the defaulting Party.

13.2 Insolvency. Either Party may terminate this Agreement effective immediately upon written notice in the event that the other Party: (i) makes a general assignment for the benefit of creditors; (ii) institutes proceedings seeking relief or reorganization under any laws relating to bankruptcy or insolvency or (iii) has a court of competent jurisdiction appoint a receiver, liquidator, or trustee over all or substantially all of such

Party's property or provides for the liquidation of such Party's property or business affairs.

13.3 Inactivity. Either Party may terminate this Agreement upon written notice at any time when there are no Orders then in effect. In addition, this Agreement shall automatically expire if there are no Orders or SOWs in effect for a continuous period of six (6) months.

13.4 Convenience. The Customer shall have the right to terminate any Order for convenience, contingent upon satisfying the following conditions: (i) the Customer must provide Finalsite with at least ninety (90) days prior written notice of termination of the applicable Order, including the effective date of termination; and (ii) the Customer must pay Finalsite (on or before the effective date of termination) one hundred percent (100%) of all remaining fees due under the terminated Order as of the effective date of such termination, in addition to actual expenses incurred by Finalsite as of the termination date.

13.5 Termination for Lack of Funding. The Customer represents that it has sufficient available funds to pay for the Services purchased under each Order through at least the end of the then-current fiscal year. If sufficient funds are not appropriated by the Customer's public funding body to pay in full the fees due under such Order for any fiscal year thereafter during which an Order is in effect, then the Customer shall have the right to terminate the relevant Order by providing Finalsite written notice of termination at least ninety (90) days prior to the first day of the fiscal year for which sufficient funds will not be available and by paying Finalsite in full for all fees and expenses due through the end of the then-current fiscal year. The Customer agrees that the termination rights set forth in this Section 13.5 will not apply if funds are appropriated to it for the acquisition, retention or operation of software or other services substantially similar to the Services provided by Finalsite under this Agreement. The Customer agrees to use its best efforts to obtain and maintain sufficient funds to make all payments due hereunder and commits that it will only utilize this provision in the event that, despite its good faith best efforts to continue to fund all Orders under this Agreement, such funds are not appropriated by the relevant funding body.

13.6 Effects of Termination. Termination of this Agreement or any Order or SOW shall terminate all Services provided by Finalsite thereunder without the requirement of additional notice by Finalsite, and the Customer and its Authorized Users shall cease all use of the applicable Services on or before the effective date of termination or expiration. The due dates of all payments

owed by the Customer to Finalsite under this Agreement shall become due on the effective date of termination or expiration.

#### 14. Subcontractors.

14.1 Use of Third Party Contractors. Subject to the terms of this Agreement, including the relevant DPA and applicable law, Finalsite may utilize third party subcontractors and/or subprocessors in its sole discretion to perform, or support performance of, any Services under this Agreement. In such event, Finalsite shall not be relieved from its obligations under this Agreement. The Customer hereby provides its general consent to Finalsite to such subprocessing. A current list of subprocessors utilized by Finalsite in provision of Services can be found at <https://www.finalsite.com/subprocessors>.

#### 15. Fees and Expenses.

15.1 Fees. All fees and expenses payable by the Customer shall be payable in the amounts and on such payment dates as described in the applicable Order. The Customer may ACH or wire payments or pay via check. If the Customer elects to pay via check, the check must be drawn on a U.S. bank. Fees stated in any Order are fixed for the current Term of the Order for the scope of Services described in such Order. Thereafter, Finalsite may increase fees for any Renewal Term effective as of the commencement of such Renewal Term by providing at least thirty (30) days' advance written notice to the Customer of the increase. Any requested changes to the scope of Services requested by the Customer shall be subject to additional fees, which shall be reflected in an amendment to the existing Order or a new Order executed by the Parties. All amounts payable by the Customer under this Agreement will be paid to Finalsite without setoff or counterclaim, and without any deduction or withholding. All fees are non-refundable.

15.2 Expenses. In addition to obligation to pay fees, the Customer shall reimburse Finalsite for all travel and other out-of-pocket expenses reasonably incurred by Finalsite in rendering Services to the Customer under any SOW. Except as described in a SOW, all such expenses shall be payable by the Customer upon execution of the relevant SOW.

15.3 Payment Terms. All Services fees are payable annually in advance. Payment for the invoice covering the first year of any Order is due and payable upon execution of the relevant Order. Thereafter, Finalsite will invoice the Customer for each subsequent annual period on each annual anniversary of the effective date of the relevant Order. All invoices under any Order shall be due and payable within thirty (30) days of invoice date. After thirty (30) days from the invoice date, Finalsite may

charge interest at the rate of 1.5% per month, or the highest rate allowed by applicable law, whichever is less, on all overdue unpaid amounts until payment is received by Finalsite. All fees incurred by Finalsite for collections (including attorneys' fees and costs) must be paid or reimbursed by the Customer. All invoices shall be sent to the Customer at the billing address set forth in the Order.

15.4 Suspension for Non-Payment. In the event the Customer fails to pay any amounts owing under any Order for sixty (60) days from date of invoice, without limiting its other rights and remedies, Finalsite may suspend Services to the Customer until such amounts are paid in full. Finalsite will provide the Customer prior notice that the Customer's account is overdue before suspending Services.

15.5 Taxes. The Customer shall be responsible for the payment of or reimbursement of Finalsite for any applicable present or future services, sales, use, excise, goods, property, value added or other taxes or duties levied against or upon the provision of SaaS Services (excluding taxes based upon Finalsite's net income). Upon request, the Customer will provide Finalsite with a valid tax exemption certificate authorized by the appropriate taxing authority.

#### 16. Confidentiality.

16.1 Confidential Information. In the course of performance of this Agreement, the Parties may receive or have access to information that is confidential to one or the other Party and a Party's Authorized Users (collectively, "Confidential Information"). Confidential Information shall mean non-public materials and information, in whatever form, written, oral or otherwise, that include, but shall not be limited to (i) the SaaS Services, including any modules, functionality or content licensed by Finalsite from third parties; (ii) the distinctive methods or procedures which Finalsite uses in the design, development, licensing, support, or maintenance of the SaaS Services, (iii) each Party's business processes and strategies, (v) all portions of the Customer Materials which are treated as confidential by the Customer; (vi) all Personal Information; and (v) all information clearly identified by either Party as confidential, provided however that a Party's Confidential Information shall not include information that: (a) is or becomes generally available to the public through no act or omission of the other Party; (b) was in the other Party's lawful possession prior to the disclosure and had not been obtained by the other Party either directly or indirectly from the disclosing Party or from a third party whom the receiving Party knows or should know is under an obligation of



confidentiality with the owner of the Confidential Information; (c) is lawfully disclosed to the other Party by a third party without restriction on disclosure; or (d) is independently developed by the other Party.

**16.2 Restrictions on Use and Disclosure.** Each Party agrees to hold the other Party's Confidential Information in confidence during the Term of this Agreement and following termination for any reason. Except for disclosure to Finalsite's subcontractors and third party service providers who are bound by confidentiality obligations with respect to such Confidential Information and as otherwise provided in the Agreement, each Party agrees not to make the other Party's Confidential Information available in any form to any third party or to use the other Party's Confidential Information for any purpose not intended under this Agreement. Each Party agrees to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by any person or entity in violation of the terms of this Agreement. Following receipt of a written request and promptly following termination of this Agreement, the other Party shall return to the requesting Party, in whole or in part, the Confidential Information that has been disclosed in tangible form. Each Party may retain a copy of Confidential Information solely for archival purposes.

**16.3 Public Records Law.** The Customer's obligations under this Section 16 are subject to the state public records laws of the state of the Customer's formation to the extent applicable, *provided that*: (i) the Customer shall provide Finalsite prompt written notice of any public records requests for disclosure of this Agreement and/or any materials and information relating to this Agreement, Finalsite Confidential Information and/or deployment of Finalsite's technology, including Finalsite's responses to any Request for Proposal issued by the Customer; (ii) allow Finalsite to claim any exceptions from disclosure it deems appropriate under applicable law, at Finalsite's cost and expense; and (iii) reasonably cooperate with Finalsite in such efforts.

## **17. Representations, Warranties & Disclaimers.**

**17.1 Services Warranties.** Finalsite warrants to the Customer that during the Term of the Agreement: (i) all Professional Services will be performed in a professional manner, with the requisite level of qualifications, care and skill, exercised consistent with standard industry practices; and (ii) the features and functions of the SaaS Services will comply in all material respects with the description(s) set forth in the applicable standard user guides and administrative guides when used and/or accessed in accordance with the terms and conditions of this Agreement and the applicable Order. The Customer

must provide written notice to Finalsite of any alleged defects and the Customer's sole remedy will be for Finalsite to promptly provide modifications or fixes with respect to the applicable non-conformity.

Unless the Customer provides written notice to Finalsite within ten (10) business days following completion of any Professional Services, any claims of breach of warranty with respect to such Professional Services and resulting work product shall be deemed waived.

**17.2 Exclusions.** The foregoing are excluded from the foregoing services warranties and Finalsite shall not be liable for: (i) the Customer's or its Authorized Users' use and/or access the SaaS Services in a manner which is not in conformance with the terms and conditions of this Agreement and relevant Order; (ii) the Customer's or its Authorized Users' use the SaaS Services with third party data, software or hardware which is incompatible with the SaaS Services; (iii) errors in the SaaS Services resulting from the Customer's or its Representatives' or Authorized Users' configuration or manipulation of the SaaS Services, in each case not specifically recommended in writing by Finalsite; or (iv) reduced performance or non-availability of the SaaS Services resulting from failure of network connections.

**17.3 Debarment.** Finalsite represents and warrants that neither it nor, to its knowledge, any of its respective employees or other Representatives engaged in the provision of Services under this Agreement have been excluded, debarred, suspended or otherwise deemed ineligible to participate in Federal, state or other U.S. governmental programs, nor is it, or to its knowledge, its respective employees or other Representatives, included on the list of sanctioned parties maintained by the U.S. government, including, without limitation, the List of Specially Designated Nationals and Blocked Persons and Foreign Sanctions Evaders List maintained by the U.S. Department of the Treasury's Office of Foreign Assets Control, the Office of Inspector General, the General Services Administration, or any other state or federal governmental agency.

**17.4 Finalsite Validity/ Non-contravention Warranties.** Finalsite represents, warrants and covenants that: (i) this Agreement constitutes the valid and binding agreement of Finalsite, duly authorized by all necessary action on the part of Finalsite; and (ii) the execution, performance and delivery of this Agreement by Finalsite are within Finalsite's corporate powers and do not and will not violate (a) the articles of incorporation or bylaws of Finalsite, (b) any law, rule, regulation, judgment, order or decree applicable to Finalsite's performance of its obligations hereunder or contravene or cause a default

under any license, franchise, permit or other similar authorization held by Finalsite, or any agreement to which Finalsite is a party, or (c) require the consent or other action of any person or entity which has not been obtained prior to execution of this Agreement.

**17.5 Customer Validity/ Non-contravention Warranties.**

The Customer represents, warrants and covenants that:

(i) this Agreement constitutes the valid and binding agreement of the Customer, duly authorized by all necessary action on the part of the Customer and its governing body; (ii) the Customer has full authority to execute and perform its obligations as contemplated by this Agreement; and (iii) the execution, performance and delivery of this Agreement by the Customer are within the Customer's organizational powers, have been duly authorized by all necessary action on the part of the Customer, and do not and will not violate (a) the applicable organizational documents of the Customer, (b) any applicable law, regulatory requirement, judgment, order or decree or cause a default under any license, franchise, permit or other similar authorization held by the Customer, or any agreement to which the Customer is a party, or (c) require the consent or other action of any person or entity (including in respect of, or filing with, any governmental body, agency or official) which has not been obtained prior to execution of this Agreement. The Customer has provided Finalsite evidence of approval by all governing bodies as required by applicable state law prior to the execution of the Agreement.

**17.6 Disclaimers.** It is the Customer's sole responsibility to determine the suitability of the Services for the Customer's use. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, AND TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, FINALSITE AND ITS LICENSORS MAKE NO, AND HEREBY DISCLAIM ANY, REPRESENTATION, WARRANTY OR GUARANTY, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE SERVICES PROVIDED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY: (1) OF MERCHANTABILITY; (2) OF FITNESS FOR A PARTICULAR PURPOSE; (3) ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE; OR (4) OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS. EXCEPT AS SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS", WITHOUT ANY FURTHER WARRANTIES OF ANY KIND. FINALSITE AND ITS LICENSORS MAKE NO WARRANTY THAT OPERATION OF THE SAAS SERVICES WILL BE UNINTERRUPTED OR ERROR FREE OR THAT ALL DEFECTS WILL BE CORRECTED. FINALSITE AND ITS LICENSORS MAKE NO, AND HEREBY DISCLAIM ANY, REPRESENTATION, WARRANTY OR GUARANTY, WHETHER

EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, REGARDING ANY THIRD PARTY TECHNOLOGY.

**17.7 Liability Limits.** EXCEPT TO THE EXTENT EXPRESSLY PROHIBITED BY LAW, EXCEPT FOR AMOUNTS OWED BY CUSTOMER UNDER THIS AGREEMENT, FOR ALL CLAIMS BY A PARTY, WHETHER SUCH CLAIMS ARE MADE IN CONTRACT, TORT, OR OTHERWISE, A PARTY'S POTENTIAL RECOVERY SHALL BE LIMITED TO THE ACTUAL, DIRECT DAMAGES SUFFERED BY SUCH PARTY UP TO THE ACTUAL AMOUNT PAID OR PAYABLE BY CUSTOMER TO FINALSITE UNDER THE ORDER UNDER WHICH THE CLAIM AROSE DURING THE TWELVE (12) MONTHS PRIOR TO THE INITIAL ASSERTION OF CLAIM(S) FOR THE SPECIFIC SERVICE(S) GIVING RISE TO SUCH CLAIM(S).

**17.8 Waiver of Indirect Damages.** EXCEPT TO THE EXTENT EXPRESSLY PROHIBITED BY LAW, IN NO EVENT SHALL A PARTY (IN THE CASE OF FINALITE INCLUDING ITS SUPPLIERS, LICENSORS, SERVICE PROVIDERS AND/OR SUBCONTRACTORS) BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFIT OR COSTS OF SUBSTITUTE SERVICES) SUFFERED BY CUSTOMER, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT, PRODUCT LIABILITY OR OTHERWISE, EVEN IF FINALSITE HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY, OR HAS CONSTRUCTIVE KNOWLEDGE, OF SUCH DAMAGES, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THIS AGREEMENT SHALL NOT CONVEY UPON ANY THIRD PARTY ANY RIGHTS HEREUNDER, AND NO THIRD PARTY SHALL BE DEEMED A THIRD PARTY BENEFICIARY.

**17.9 Customer Procedures and Criteria.** In the event the Services described in an Order include implementation of procedures or criteria specified by the Customer (such as the Customer's admission criteria and enrollment procedures), Finalsite expressly disclaims all liability associated with the content, and results obtained by use, of such procedures and criteria. The Customer is solely responsible for the scope of such procedures and criteria and reviewing the Services as configured by Finalsite to ensure compliance with the Customer's procedures and/or criteria. FINALSITE ASSUMES NO RESPONSIBILITY OR LIABILITY WITH RESPECT TO WHETHER THE CUSTOMER'S PROCEDURES OR CRITERIA COMPLY WITH APPLICABLE LAW OR REGULATORY REQUIREMENTS. TO THE EXTENT THAT CUSTOMER'S PROCEDURES OR CRITERIA VIOLATE ANY APPLICABLE LAWS OR REGULATORY REQUIREMENTS, FINALSITE RESERVES THE RIGHT TO REFUSE TO



IMPLEMENT SUCH PROCEDURES OR CRITERIA WITHOUT LIABILITY HEREUNDER.

## **18. Affirmative Action, Equal Employment Opportunity**

18.1 ☐ Non-Discrimination. Finalsite is committed to the policy that all persons shall have equal access to its programs, facilities, and employment without regard to race, color, creed, religion, sex, national origin, age, marital status, disability, public assistance status, veteran status, or sexual orientation and are committed to follow these practices of non-discrimination, equal employment opportunity, and affirmative action. Finalsite shall use good faith efforts to ensure implementation of this policy in its employment practices, including recruitment, layoff or termination, rates of pay or other forms of compensation, and selection for training. Where required by applicable law, Finalsite has implemented written affirmative action plans.

## **19. Background Checks**

19.1 ☐ Background Checks. If any Finalsite employees or agents shall have access to the Customer facilities, Student Data or other Confidential Information, Finalsite shall screen all such employees and agents, including interviews, reference checks, and credit history, as applicable to the scope of such access. Finalsite shall conduct criminal background checks in accordance with state and federal law for Finalsite employees and who may have direct contact with children under this Agreement. Background checks will be done prior to any contact with children, and shall be done in accordance with applicable state and federal laws.

## **20. Insurance.**

20.1 ☐ Minimum Coverage Limits. At all times during the Term of this Agreement, Finalsite shall maintain the following minimum insurance coverages and shall provide a certificate of insurance evidencing such coverages to the Customer upon request.

(i) ☐ Commercial General Liability coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate;

(ii) ☐ automobile liability coverage in the amount of \$1,000,000 combined single limit;

(iii) ☐ umbrella liability coverage, occurrence based with limits of at least \$5,000,000 per occurrence and in the aggregate;

(iv) ☐ workers' compensation and employee liability coverage for statutory limits; and

(v) ☐ professional, data privacy and network security coverage with an aggregate limit of \$5,000,000.

## **21. Modifications/ Amendments.**

This Agreement (including any Order and/or SOW) can only be modified or amended by a written agreement signed by persons authorized to sign agreements on behalf of each of the Parties.

## **22. Waiver.**

No failure to exercise and no delay in exercising on the part of either Party, or partial exercise, shall operate as a waiver of any right under this Agreement. A waiver on one occasion shall not operate as a waiver on other occasions.

## **23. Severability.**

If any term or provision of this Agreement or application of the terms of this Agreement to the Parties shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, then such invalidity will not affect the remainder of this Agreement and each other term and provision shall be valid and enforceable to the fullest extent permitted by law.

## **24. Relationship of Parties.**

The Parties are independent contractors and will have no power or authority to assume or create any obligation or responsibility on behalf of each other. This Agreement will not be construed to create or imply any partnership, agency or joint venture, association, or other form of agency relationship between the Parties. A Party and its respective personnel shall not be eligible to participate in any employee welfare or other benefit plans, however characterized, which may be maintained by the other Party. Each Party agrees to assume all responsibility and liability for any and all federal and state employers' liability, workers' compensation, social security and unemployment insurance requirements with respect to its respective personnel. Each Party agrees to pay and report (or require to be paid and reported) all federal, state and local income, employment and payroll withholding taxes and other governmental taxes or charges for its respective personnel as may be applicable.

## **25. Assignment.**

This Agreement may not be transferred or assigned directly or indirectly by either Party, in whole or in part, without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Finalsite may freely assign this Agreement to an affiliate and/or in connection

with a change of control transaction or sale of substantially all of its business or assets as a going concern.

## **26. Force Majeure.**

Either Party will be excused from delays in performing or from failing to perform its obligations under this Agreement (except for payment obligations which may be delayed but shall not be so excused) to the extent the delays or failures result from causes beyond the reasonable control of the Party. Without limiting the generality of the foregoing, such causes include acts of God, the public enemy, fires, floods, storms, earthquakes, riots, terrorism, strikes, blackouts, wars or war operations, restraints of government, including public states of emergency, utility or communications failures, denial of service, hacking and other malicious attacks and activities, software viruses, telecommunications slow-downs or failure, erroneous data transmission, and causes which could not, with reasonable diligence, be controlled or prevented by the Party. However, to be excused from delay or failure to perform, the Party must promptly provide written notice to the other Party and act diligently to remedy the cause of the delay or failure.

## **27. Entire Agreement.**

This Agreement, including any and all Orders, SOWs, Exhibits, Schedules, Attachments and material incorporated by reference, contains the entire agreement of the Parties relating to the rights granted and obligations assumed in this Agreement. This Agreement represents the complete and final agreement of the Parties and supersedes and replaces all prior or contemporaneous oral or written agreements, understandings or commitments between the Parties, including any purchase order. For clarity, while the Customer may utilize a purchase order for its internal administrative purposes, any terms or conditions in any such purchase order shall be deemed null and void and the terms and conditions of this Agreement shall solely govern and control.

## **28. Indemnification.**

**28.1 Finalsite Indemnity.** Finalsite will indemnify and defend the Customer against any third-party claim and cause of action and any resulting loss, damage or expense (including reasonable attorney's fees) awarded against the Customer to the extent caused by (i) any fraud or willful misconduct by Finalsite or its Representatives; or (ii) the infringement by the SaaS Services, as provided by Finalsite and used in accordance with the terms of this Agreement and the relevant Order, of any Intellectual Property Rights of such third party. If

any SaaS Services are held or believed to infringe any third party's Intellectual Property Rights, Finalsite may, in its sole discretion, (i) modify the relevant SaaS Services to be non-infringing, (ii) obtain for the Customer the right to continue using the relevant SaaS Services or (iii) if neither (i) nor (ii) are commercially practicable, terminate the relevant Order as to the alleged infringing SaaS Services and return to the Customer any unearned fees for use of such SaaS Services prepaid by the Customer to Finalsite.

**28.2 Exclusions.** The foregoing indemnity will not apply and Finalsite will not be liable for any damages assessed in any cause of action to the extent such cause of action arises or damages result from (i) the Customer's or its Authorized Users' use of the relevant SaaS Services other than as set forth in this Agreement and the relevant Order; or (ii) the combination, operation or use of the relevant SaaS Services with software, hardware, technology or other materials not approved or supplied by Finalsite, if infringement (including, without limitation, contributory infringement) would have been avoided by use of the relevant SaaS Services without such software, hardware, technology, or other materials.

**28.3 Customer Indemnity.** Except to the extent expressly prohibited by law with respect to immunity of government entities applicable to the Customer, the Customer shall indemnify and hold Finalsite, its licensor's and each such party's affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all third party claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) awarded against Finalsite to the extent caused by: (i) any fraud willful misconduct of the Customer or its Representatives or Authorized Users; (ii) the infringement by the Customer Materials, and/or any Third Party Technology provided to Finalsite or input into the SaaS Services by the Customer or its Authorized Users, of the Intellectual Property Rights of a third party; and (iii) the nature, substance or content of the Customer Materials (such as a defamation claim, an invasion of privacy claim, a claim arising from lack of consent to use the Customer Materials).

**28.4 Indemnity Procedure.** The indemnities set forth in this Agreement are conditioned on the following: (i) the party claiming indemnification (the "Indemnatee") shall promptly notify the indemnifying party (the "Indemnitor") of any matters in respect of which it seeks to be indemnified, and shall give the Indemnitor full cooperation and opportunity to control the response thereto and the defense thereof, including without limitation any settlement thereof; (ii) the Indemnitor shall have no obligation for any claim under this



Agreement if the Indemnitee makes any admission regarding such claim involving the Indemnitor without the prior written consent of the Indemnitor, which consent shall not be unreasonably withheld; and (iii) the Indemnitee's failure to promptly give notice to the Indemnitor shall affect the Indemnitor's obligation to indemnify the Indemnitee only to the extent the Indemnitor's rights are materially prejudiced by such failure. The Indemnitee may participate, at its own expense, in such defense and in any settlement discussions directly or through counsel of its choice. Each party will take reasonable steps to mitigate any potential damages. If both the Indemnitor and Indemnitee are at fault, then the Indemnitor shall indemnify the Indemnitee only for the percentage of responsibility for the damage or injuries attributable to the Indemnitor.

28.5 Exclusive Remedy. THIS SECTION 28 STATES THE ENTIRE LIABILITY AND OBLIGATIONS OF EACH PARTY, AND THE EXCLUSIVE REMEDY OF EACH PARTY, WITH RESPECT TO CLAIMS BY ANY THIRD PARTY.

#### **29. Conflict Resolution and Applicable Law.**

This Agreement shall be governed, construed, and interpreted in accordance with the laws of the jurisdiction of the Customer's formation, excluding conflict of law principles. If any claim arising out of or relating to the Agreement, or a breach thereof, the Parties will consult with each other to reach a satisfactory solution. If they do not reach settlement within a period of thirty (30) days, then, upon notice by either party to the other, such claim will be referred to arbitration for full and final settlement by a panel of three arbitrators appointed in accordance with the Commercial Rules of Arbitration of the American Arbitration Association. The cost of the arbitration will be borne equally by the Parties.

#### **30. Export Control.**

Customer shall not export or allow the export or re-export the Services, any components thereof or any Confidential Information of Finalsite without Finalsite's express, prior, written consent and except in compliance with all export control laws and regulations of the U.S. Department of Commerce and all other U.S. agencies and authorities, and, if applicable, relevant foreign laws and regulations.

#### **31. General Definitions.**

Reference in this Agreement or any Order or other document incorporated by reference into the Agreement to the following words shall have the meaning set forth in this Section 31: (i) "ensure" and its derivatives means to use commercially reasonable efforts to pursue the stated

aim and does not imply or constitute any guaranty of results or outcomes or any express or implied covenant, warranty or representation; (ii) "best efforts", "commercially reasonable efforts" and "reasonable efforts" mean acting with diligence and good faith in the performance of the applicable obligation; and (iii) "immediately" means promptly and without undue delay.

## SERVICES RIDER – MASS NOTIFICATION SERVICES

The following additional terms and conditions shall apply to any Order in which the Customer purchases access to mass notification Services described in any Order, which may include cell phone calls, SMS text messages, email messages and other notification services (collectively, “Mass Notification Services”) and such terms and conditions are incorporated by reference and made a part of the Master Terms.

1. Definitions. For purposes of this Agreement, an “Emergency Purpose”, shall have the meaning set forth in the Telephone Consumer Protection Act, 47 U.S.C. § 227, namely, calls made necessary in any situation affecting the health and safety of consumers. “First Responder Incidents” means an occurrence, situation or natural phenomenon which may be immediately threatening to life, health, property or the environment or has a high probability of escalating to cause immediate danger to life, health, property or environment. An “Emergency Message” is a Message sent to all recipients for Emergency Purposes. An “Outreach Message” is a Message sent to one or more recipients for general outreach and informational purposes that is not an Emergency Message. “Student” means the number of full-time students enrolled at Customer’s institution.

2. Customer Acknowledgement and Obligations.

a. Customer acknowledges that Customer may use the Mass Notification Services for Emergency Purposes and to send Emergency Messages and Outreach messages. However, the Parties expressly acknowledge and agree that Mass Notification Services are not designed for responding to First Responder Incidents (including notifying 911, fire, police, ambulance, and/or emergency medical personnel).

b. Customer represents and warrants that: (i) it will comply with all applicable laws and contracts in connection with use of contact data for all message recipients (“Contact Data”) and the Mass Notification Services, and with respect to the content and transmission of calls, texts, email messages and other messages and notifications (collectively, “Messages”) sent using the Mass Notification Services, including, without limitation, all federal and state telemarketing or telephone consumer protection–related laws, rules and regulations, the Telephone Consumer Protection Act (47 U.S.C. § 227) the FCC’s implementing

regulations (47 C.F.R. § 64.1200) (such laws, rules and regulations, as amended from time-to-time, collectively, the “Telemarketing Laws”), and where applicable, the legislation commonly referred to as Canada’s Anti-Spam Legislation (S.C. 2010, c. 23) (“CASL”); (ii) as to each recipient to be contacted by Finalsite on Customer’s behalf, Customer has obtained consents that may be required by the Telemarketing Laws, CASL and Customer’s applicable privacy policies; (iii) Customer will retain documentary proof of such consents for at least five (5) years from the date the recipient’s contact information is provided by Customer to Finalsite; (iv) Customer will suppress and will not provide to Finalsite any contact information for any recipient who has registered their telephone number on the national Do-Not-Call Registry, the transferred cell phone number registry, or any similar state or other registries and who has not provided consent to contact or has otherwise indicated that he or she does not wish to be contacted; (v) Customer will have in place reasonable safety and emergency response policies and procedures to respond to First Responder Incidents which do not utilize the Mass Notification Services; (vi) Customer will not take actions that will subject Finalsite to any liability under applicable law due to the import of Contact Data; (vii) Customer will provide a reasonable means for message recipients to rescind consent to receive Messages and will not send Messages to message recipients who have opted out of receiving Messages; and (viii) where Customer is providing a recipient and/or Student count or other data for the purposes of Finalsite’s Service pricing quotations, such information shall be true and correct. Customer will designate qualified personnel to act as liaisons between Customer and Finalsite with respect to technical, administrative and content matters, and providing accurate and current contact information. Finalsite shall have the right to require Customer to provide a legal compliance plan in connection with Customer’s use of Finalsite’s Mass Notification Services and may audit Customer’s compliance with such plan as well as compliance with the terms of this Product Rider. Failure to comply with

any provision of this Section 2 is a material breach of the Agreement. Except to the extent prohibited by applicable law, including laws providing for the sovereign immunity of government entities, Customer agrees to indemnify, defend and hold Finalsite harmless from and against all third party claims, lawsuits, proceedings, causes of action, and resulting damages, liabilities, losses, judgments, fines, penalties, costs, and expenses (including reasonable attorneys' fees) relating to or arising out of Customer's breach of the foregoing representations, warranties and obligations, or in connection with any claim or action from a third party that arises from the sending (or inability to send or receive), content, or effects of any Messages Customer distributes using, or Customer's failure to use, the Mass Notification Service. In connection with such indemnity and defense obligations related to a third-party claim, lawsuit or proceeding: (i) Finalsite may, in addition to the defense provided by Customer and the counsel of its choosing, participate in such defense through counsel of its own choosing, which participation shall be at its sole expense, and (ii) Customer shall not settle or permit the settlement of any such third-party claim, lawsuit, or proceeding without Finalsite's prior written consent, which consent shall not be unreasonably withheld. This Section shall survive any termination of this Agreement for any reason.

3. Political Activities. The Mass Notification Services shall not be used for political activities.

4. Usage Rating. The Mass Notification Services are subject to usage rating as determined by Finalsite and set forth in the relevant Statement of Work or Order, which may result in additional charges applied throughout the Term based on the level of Mass Notification Services utilized by Customer.

5. Remedies and Disclaimers. In the event of any failure of the Mass Notification Services to

comply with the Agreement, Customer's sole and exclusive remedy shall be to terminate the Mass Notification Services. Customer agrees that the Mass Notification Services are not intended, nor designed, for use in high-risk activities or First Responder Incidents, or in any situation where failure of the Mass Notification Services could lead to death, personal injury, or damage to property, or where other damages could result if an error or outage occurred. The Parties further acknowledge and agree that, NOTWITHSTANDING ANY PROVISION TO THE CONTRARY IN THIS AGREEMENT, TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, FINALSITE SHALL NOT BE LIABLE FOR ANY DEATH, PERSONAL INJURY, OR DAMAGES ARISING OUT OF OR RELATED TO USE OF THE MASS NOTIFICATION SERVICES. Customer agrees that its primary recourse in the event of any actual or potential First Responder Incident should be to contact 911 or a first responder and that the Mass Notification Services are not intended to replace 911 or any other services designed to respond to First Responder Incidents.

6. Carrier Restrictions. The Mass Notification Services are subject to restrictions placed on Finalsite by mobile and wireless carriers and network operators (collectively, "Carriers"). For example, Carriers may place limits on the number of characters that may be included in a Message and may change Message delivery options, including certain types of codes used to send SMS text messages. Carrier restrictions are not within the control of Finalsite and are subject to change without notice. When a Carrier places new or modified restrictions on Finalsite, certain features and functions of the Mass Notification Services may change as a result without notice to you. Customer acknowledges and agrees that Finalsite will not be responsible or liable for any change in Mass Notification Services that arise from or in connection with Carrier restrictions.

**SERVICES RIDER – AUDIOEYE**

The following additional terms and conditions shall apply to any Order in which the Customer purchases access to accessibility services provided by AudioEye as described in any Order (the “AudioEye Services”) and such terms and conditions are incorporated by reference and made a part of the Master Terms.

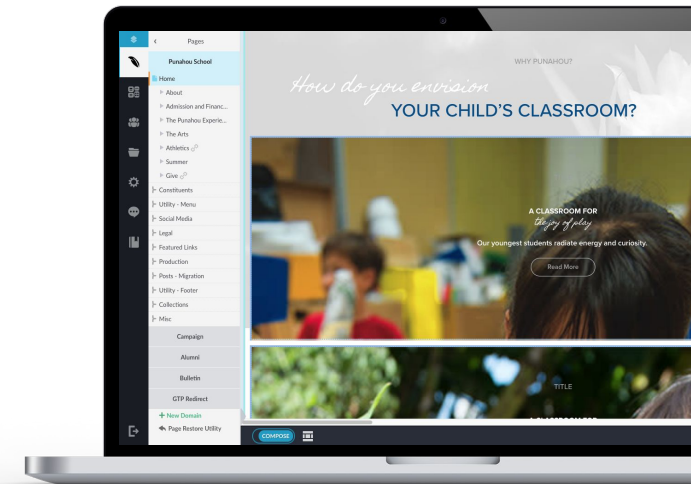
1. ☐ The AudioEye Services provided in this Order do not provide accessibility or compliance, or otherwise remediate, the following: (i) any documents, spreadsheets, or other non-website content or files accessible via the Customer’s domain, (ii) any videos or other multimedia files accessible via the Customer’s domain (including embedded videos or multimedia files from third-party platforms), (iii) any non-website applications, (iv) any third-party domains linked from the Customer’s domain (including Google Maps or Instagram), (v) any third-party content or widget including plug-ins, iframes or applications, (vi) any plug-ins, iframes or applications that use the flash format, or (vii) a java application that operates in a separate window.
2. ☐ The AudioEye terms and conditions set forth at <https://www.audioeye.com/terms-of-service/> are incorporated into this Order by reference with respect to access and use of the AudioEye Services.
3. ☐ AudioEye will use commercially reasonable efforts to provide Customer with support for the AudioEye Services as specified at <https://www.audioeye.com/sla/>.
4. ☐ Except as provided in the relevant Order, any code modifications to the SaaS Services required to bring Customer’s domain into accessibility standards which result from either changes in accessibility standards or content changes made by Customer after the launch date of Customer’s domain shall be subject to an additional charge at Finalsite’s then-current Professional Services rates.

# Finalsite Core Package for School Districts - Bb / WCM

## Communications Platform

*Powerful tools for improving marketing, communications and engagement.*

With a mobile-first approach to design and software, quickly develop, publish and share content, embed social media, send emails and post alerts efficiently. A content management system built for school marketing and communications professionals has built-in conveniences for automatically serving device-specific, optimized images and multimedia, and 100% control over content and navigation.



### PLATFORM FEATURES

Finalsite Composer Content Management System

Unlimited Published Pages

Knowledge Base and Product Training Resources

WYSIWYG Content Editor & Drag-and-Drop Page Designer

Blog, News and Subscriptions with Posts

Digital Asset Management & Document Library with Resources

Faculty/Staff Directory (Public Facing)

Faculty / Staff Portal

Granular permissions, User Management and Site Editors

HTTPS Implementation

Integrated support and ticketing

Searchable Knowledge Base and Product Training Resources

Mobile-Friendly, Responsive Designs

Unlimited Calendars (Incl. Integration)

Drag-and-drop form builder using Forms

Content Migration for Tiers 1, 2, 3

Page-Based Notifications (Page Pops)

Google Cloud Hosting, Security and Integrated CDN

Base website cloud storage / Bandwidth (based on enrollment)\*

Page Layouts - Unlimited

Standard Support Plan

Finalsite Posts

Unlimited

Social Media Feeds for Districts- Embeds

Basic Site Search

Single Sign-On (SSO)

Resources (Media, Galleries, Document Library)

*\*Bandwidth is measured by the amount of data transferred in a month*

# Statement of Work: WCM Conversion

This Statement of Work ("SOW") which represents a definition of scope and associated responsibility of services to be performed pursuant to the Master Agreement (the "Agreement") by and between Active Internet Technologies, Inc ("Finalsite") and Client ("Client") which terms are incorporated herein by reference. Finalsite and Client shall be referred to collectively as the "Parties". All capitalized terms shall have the same meaning given to them pursuant to the Agreement unless otherwise set forth herein. In the event of a conflict between any of the terms and conditions of this Statement of Work and the terms and conditions of the Agreement, this Statement of Work will prevail in connection with the Services described in this definition of scope.

## Project Summary

The Theme Site Package is a pre-built design website solution with a default project plan duration of 6-10 weeks and covers software enablement and theme selection/configuration. The theme design is a simplified way to generate a responsive website that is built to adapt to mobile devices. Client will select the design of the website from Finalsite's collection of pre-built designs from the Theme Library. With the structure already built, customization options include imagery, logo, school colors and fonts to individualize the theme. A final Site Deployment project plan with specific dates and milestones will be created in collaboration with your project team.

## Scope of Services

### Project Management

- Assign and coordinate Finalsite project team members and oversee the project milestones, schedule and deliverables, per this SOW.
- Work with Finalsite team members and Client personnel to complete the deliverables outlined in this SOW, manage day-to-day project tasks and serve as Finalsite's primary point of contact in communicating and coordinating with the Client.
- Finalize Project Plan with completion dates for respective milestones.
- Provide status reports to stakeholder Parties.
- Set up software platform and activate purchased modules and storage space per the contract.

### Theme Selection

- Client will select a Theme from the Theme Library and utilize the Theme's simulator tool to determine which Theme is best suited for their branding and content needs.
- From that base Theme selection, Client has the option to swap one panel with a panel from another Theme or the Theme Panel Library.
- Once a Theme selection (and panel swap, if chosen) has been installed, it cannot be exchanged for a different Theme (or panel selection). If a different selection is required, that effort will be handled under a separate statement of work.

## Theme Implementation

- For the district/organization site, the selected Theme (with panel swap, if chosen) will be configured in the Finalsite platform with the organization's chosen web fonts as well as the specified logo and colors.

## School Sites

- For each school site, the same selected Theme (with panel swap, if chosen) will be configured with the organization's same chosen web fonts and then configured with the individual logo and colors of each school.

## Technical Services

- Perform 2 part Quality Assurance testing of the website with the project team (Finalsite Project Manager, Front-End Developer and QA Specialist) and amend errors as needed.
  - Part 1: Technical Review to test for design and/or content display issues in the supported browsers and devices. Supported browsers generally include the current version and the two previous versions.
  - Part 2: Accessibility testing to comply with WCAG 2.0 level A/AA standards per the time of this statement of work.
- As a national firewall like China's will adversely impact website performance of all websites, even those absent specifically prohibited content, it is also recommended that Client follow Finalsite's guidelines for offsetting these performance impediments by optimizing the website for performance, e.g. minimizing the use of bandwidth-intensive design assets such as auto-playing video or slideshows, large images, certain types of dynamic content, etc. Similarly, Clients located in areas known to have lower bandwidth internet access and/or periodic network performance degradation should make Finalsite's design team aware of these considerations prior to selecting the Theme design.
- An SSL certificate will be installed with a wildcard to support primary domain and subdomains. If additional certificates are needed, that effort will be handled under a separate statement of work. The issuing and installation of SSL security certificates, allowing for data submitted to or displayed by the website to be encrypted, is also restricted for individuals, organizations, and domain names registered in countries on the U.S. Export banned or restricted countries list. This list is subject to change at any time but currently includes Afghanistan, Cote d'Ivoire, Cuba, Eritrea, Guinea, Iraq, Iran, North Korea, Liberia, Myanmar, Rwanda, Sudan, Sierra Leone, South Sudan, Syrian Arab Republic, Zimbabwe. Client is responsible for knowing whether they are impacted by restrictions imposed by U.S. Export laws.

## Accessibility

- Finalsite will perform a manual accessibility test in addition to using the WAVE automated testing tool to resolve issues to ensure WCAG 2.0 AA-level compliance. This review focuses on the structure/layout of the overall site design as well as the homepage.



- Finalsite is responsible for addressing errors found in site structure including, but not limited to: headers, footers, navigational sections, color contrasts, keyboard accessibility, and module elements. Please note that warnings which are presented in compliance scans/reports do not necessarily indicate errors; they are indicators for a manual check and commonly remain notated in reports even after resolution.

## Training & Consulting

- Client will attend training webinars, utilize on-demand training videos, and additional online resources on the Finalsite CMS and Modules as recommended by Finalsite.
- Client will have access to group-based study sessions with training team members for the duration of their website deployment project.
- Client will be paired with an Implementation Consultant, who will guide them through best practices and tips in setting up and deploying their website through a successful launch.

## Data & Integration

- Finalsite Project Manager will provide the appropriate Excel templates based on purchased modules that will be populated with School data by the Client using the exact columns and format.
- Finalsite will provide a one-time import for review and troubleshooting, and a second one for a final import before site launch.
- If the project includes data integration or Single Sign-On (SSO) functionality, Finalsite Data Integration services will provide instructions and documentation relating to setup and configuration requirements for the Client's system environment.
- Ultimately, Client is responsible for maintaining the configuration of the data mapping and privacy settings, so the methodology followed is geared towards guidance and joint configuration effort. Given this, it is important that Client identify the correct personnel to work with Finalsite during these efforts.

## Content Services

- Client receives content migration services as per the contract:
  - Content from the existing Blackboard WCM sitemap and "evergreen" content (text, files and images) on pages will be migrated "as is", making best effort to ensure styles are appropriately applied within the new theme style guide.
  - Finalsite will provide consultation on best practices for Client to recreate dynamic content in Composer, such as forms, news posts, and image galleries.
  - Standard styling will be inherited in the site and generally includes H1-H6, bold, italics, underline, standard bullet and numbered lists. Inline styling may carry over but will not include any custom styling found in external CSS files of the current site.
    - Client is responsible for any content modifications they'd like completed after the migration is delivered. This could include but is not limited to, modifying the page layout to use new features the Finalsite platform affords them or re-styling any content using styles included in the chosen Theme design.



## Warranty

- The warranty period begins after the design production and QA phases, content migration, and any other concurrently running project phases. It signifies Finalsite has materially delivered the scope of work per the scope outlined in this SOW and lasts 10 business days.
- Finalsite is responsible for resolving errors found in the delivered website(s) during this period. Errors are defined as the following: design and/or content display issues in supported browsers or devices and include font or color modifications needed for compliance of WCAG standards.
- Design changes will be handled in a separate work order. Design changes and/or requests are defined as inclusive of, but not limited to: font or color changes not deemed necessary for accessibility compliance, design additions or modification to the approved, built out design such as adding or removing panels from the Homepage, the creation of additional content styles, and custom designing content/module elements.

## Launch

- As per the Master Service Agreement, both parties will agree to the terms set forth in the MSA that will govern the Warranty and Site Launch Phases.
- Launch date will be coordinated by both parties and mutually agreed upon a minimum of 10 days in advance of this date.

## Project Assumptions & Related Notes

1. Client will designate a Project Manager who will be regularly available to meet with Client's personnel and Finalsite's personnel regarding this project.
2. Client project manager will be responsible for managing and delegating resources as required to meet both Clients and Finalsite's deliverables per this SOW.
3. Project Manager will serve as your single point of contact in communicating and coordinating with Finalsite.
4. Client will work with Finalsite Project Manager to define feedback durations and define a mutually agreed to timeline.
5. Client will provide documented Brand Guidelines for each site and will include:
  - a. Logo file
  - b. Approved brand fonts
  - c. Brand colors with web color codes
6. Client will provide timely feedback on tasks assigned to client based on agreed upon project plan.
7. Client will provide feedback as a complete list before any revisions are started during each project phase where Client Feedback is assigned.
8. Client will make the DNS switch to launch the new website.
9. Client will delete sample data and content that is installed with the software.
10. Client will provide all data in prescribed data templates when required.
11. Client is responsible for informing Finalsite of any local laws, prohibitions, restrictions, or local network conditions which may impact design or technology

choices in the building of their website. Client will also follow Finalsite's guidelines pertaining to known regional content prohibitions, restrictions, or local network conditions. For example, China's Golden Shield Project currently blocks many commonly used web tools, websites, and media assets including Google Analytics, Google Docs, Google Maps, Google Site Search, YouTube, Google Fonts, TypeKit fonts, Twitter, Facebook, and many other social media sites (this list is not comprehensive, Client bears ultimate responsibility for monitoring the full extent of any local restrictions). Inclusion of scripts, feeds, embeds, etc. from locally prohibited/filtered/blocked sources will negatively impact site performance, and if Client chooses to utilize them on their website, Finalsite will not be responsible for any resultant impact on site performance, or censure or other legal actions taken by local authorities.

12. Client is responsible for purchasing web font licenses, if needed, and supplying the necessary files to Finalsite.
13. Every Finalsite contract includes connecting Finalsite Payments, powered by the BlueSnap payment gateway. Any other gateway supported by Finalsite ([Compatible Payment Gateways](#)) will include an additional setup and annual licensing fee for Finalsite's Gateway Manager unless otherwise outlined in the Order or in the existing licensed modules.
14. If at any point Client requests to add customization that exceeds the Theme scope or additional services and deliverables to your site, Finalsite will provide a change order with the additional cost and a revised timeline.

## Project Schedule

Finalsite will work with the Client to create a formal project plan which is mutually agreed upon and set to the desired completion date. Both parties maintain joint responsibility for adhering to the timeline and critical milestones or otherwise risk not meeting the target completion date. Each phase of the project will require approval from the Client before moving onto the next phase. In the event that critical milestones are not able to be met, Finalsite and the Client will issue a revised timeline that is mutually agreed upon.

# Statement of Work - Virtual Instructor-Led Training

## Introduction

This Statement of Work ("SOW") represents a definition of scope and associated responsibility of service to be performed pursuant to the Work Order by and between Active Internet Technologies, Inc ("Finalsite" or "Training Specialist" or "Specialist") and Client ("Client"), which terms are incorporated herein for reference. Finalsite and Client shall be referred to collectively as the "Parties." All capitalized terms shall have the same meaning given to them pursuant to the Work Order unless otherwise set forth herein. In the event of a conflict between the terms and conditions of this Statement of Work and the terms and conditions of the Work Order, this Statement of Work will prevail in connection with the Services described in the definition of scope.

A Virtual Instructor-Led Training work order is the delivery of individual or group training via a virtual platform on a predetermined agenda created by Finalsite and the Client prior to the agreed-upon date of training.

The purpose of this training is to educate and empower the client to utilize Finalsite software.

## Scope of Services

### Provided Training Specialist(s)

- The Client will be paired with a Training Specialist or Specialists in alignment with the length of time of training as well as the topics to be covered. Finalsite will decide how many Specialists are required.
- The Training Specialist(s) will reach out via Finalsite's ticketing system to arrange times and schedules. The Client will be expected to respond via email in a timely fashion to requests for additional information to facilitate the completion of the Work Order.
- If necessary, the Training Specialist(s) will arrange a phone call prior to training to solidify details and discuss specific situations that may affect the Client.
- The training must be scheduled within 60 days of the date of purchase. If it is not, the ticket with the Client will be closed, and the Client will need to reach out to their Client Success Manager to reopen the request.

### Pre-Training Deliverables

- Prior to training, the Specialist(s) will confirm the agenda/topic with the Client.
- Once the date and agenda/topic are determined, the Specialist(s) will create a link on the Zoom.us platform, which will be used to deliver the training.

## Post-Training Deliverables

- The final ticket response will include the following items:
  - A list of items covered during the training
  - A list of articles or additional resources that may be helpful after training
  - A recording of the training provided via a Google Drive link.
- In the event of additional issues resulting in the need for subsequent tickets, the Specialist(s) will create such tickets no later than 2 business days after the last date of training. Business days constitute 9:00am-5:00pm ET.

## Project Assumptions

- The Specialist(s) will deliver the training via the Zoom.us platform unless another platform is deemed appropriate prior to the date of training.
  - The Client will confirm prior to the training that Zoom.us works and will load on the device(s) that will be used for training.
- Should technical issues occur on the part of either the Client or Finalsite, the training will be rescheduled via the ticket within a week's time of the original training.
- The Client will be offered an opportunity to provide feedback on the training via an online survey provided after the training.

## Project Timeline

*Timeline is subject to change depending on the training topic and the number of days involved.*

- Two days or more prior to the date(s) of training:
  - The date(s) and time(s) of training will be set.
  - The Specialist(s) will send the agenda/topics for approval.
  - The Specialist(s) will provide the link to join the Zoom to be used for the training.
- Day(s) of training:
  - The Specialist(s) will perform the training as outlined in the agenda.
- No more than 2 business days after final day of training:
  - The Specialist(s) will send follow-up information, including a link to the recording(s).
  - The Specialist(s) will send a survey to the client to obtain feedback.
  - If needed, the Specialist(s) will create subsequent tickets for Finalsite's Support team, or will notify the Project Manager for a Client in deployment.

## Statements of Work

**Please note:** This document contains information about setup, implementation, timeline and expectations for both Finalsite and the Client. Please review the respective page(s) for those modules that are referenced in the contract or addenda to determine if those modules are included or not included.

	Page
<u>General Software</u>	2
<u>Integration/Authentication/SSO</u>	4
<u>Mobile App</u>	6
<u>Workflows</u>	8
<u>Store</u>	10
<u>Communications Core (Messages)</u>	12
<u>Messages XR (Phone Communications - Voice, SMS)</u>	14



## Software Set-up

### Introduction

This Statement of Work ("SOW") which represents a definition of scope and associated responsibility of service to be performed pursuant to the Work Order by and between Active Internet Technologies, LLC. / Sitewrights Limited ("Finalsite") and Client ("Client") which terms are incorporated herein for reference. Finalsite and Client shall be referred to collectively as the "Parties." All capitalized terms shall have the same meaning given to them pursuant to the Work Order unless otherwise set forth herein.

Set-up fees are a one-time fee associated with the tasks and milestones required to implement any new software components.

The purpose of this statement of work is to help establish the expected process with which our software will be deployed.

### Scope of Services

### Project Assumptions

- The Software Set-up Team makes the assumption that, as of the date specified in the addendum or contract, the client will be actively participating in the set-up of their software as questions arise and or sent to them via email or discussed via phone.

### Pre-Setup Timelines and Deliverables

- The Client will be paired with at least one Finalsite team member. Finalsite will decide if additional specialists are required.
- Finalsite staff will reach out via email notification to communicate about the set-up process. The Client will be expected to respond to requests via email for additional information in a timely fashion, as to facilitate the completion of milestones and tasks.

### Post-Setup Timelines and Deliverables

- Once the software has been set up, the client will be made aware of Knowledge Base articles that are available on the topic and will be offered links to on-demand training resources. Finalsite Support is available for any follow up questions or concerns to be scheduled for a day up to two weeks after the software has been enabled.
- The ticket for the set up will be solved and a request for feedback will be sent.
- The client can create new tickets for any subsequent questions they might have about the software.

## Project Timeline

	Responsible Party	Schedule
Kick-off message	Finalsite	Day 1
Client provides any needed data/information	Client	Day 2-5
Configuration of Software	Finalsite	Day 5-7
Confirmation of Setup and provision of training materials.	Finalsite	Day 7

## Integration/SSO/Authentication Set-up

### Introduction

This Statement of Work ("SOW") which represents a definition of scope and associated responsibility of service to be performed pursuant to the Work Order by and between Active Internet Technologies, LLC. / Sitewrights Limited ("Finalsite") and Client ("Client") which terms are incorporated herein for reference. Finalsite and Client shall be referred to collectively as the "Parties." All capitalized terms shall have the same meaning given to them pursuant to the Work Order unless otherwise set forth herein.

Set-up fees are a one-time fee associated with the tasks and milestones required to implement any new software components or integrations.

The purpose of this statement of work is to help establish the expected process with which our software, integrations, single-sign-on links (SSOs), and authentications will be deployed.

### Scope of Services

### Project Assumptions

- The Integration team assumes that the client has active accounts with and ability to contact the companies for which the integration(s), SSO(s), or Authentication(s) are being created.

### Setup Timelines and Deliverables

- The Client will be paired with at least one Finalsite team member. Finalsite will decide if additional specialists are required.
- An Integration Deployment Specialist will reach out via ticket/email with additional steps about the process and schedule a kickoff call
- The client will provide all necessary data and configuration information needed to establish the integration/SSO/authentication
- Finalsite will provide a configured Integration, SSO, or Authentication for approval in a test area or test site
- After Client has reviewed, Finalsite will migrate the integration from the test site to your live site

### Post-Setup Timelines and Deliverables

- Once the software has been set up, the client will be made aware of Knowledge Base articles that are available on the topic and will be offered links to on-demand training resources.
- The ticket for the set up will be solved and a request for feedback will be sent.



- The client can create new tickets for any subsequent questions they might have about the software.

## Project Timeline

	Responsible Party	Schedule
Kick-off call	Finalsite	Day 1
Client Provides Data and Credentials	Client	Day 2-5
Mapping and Configuration of Data	Finalsite	Day 5-7
Client Review/Approval of Data	Client	Day 7-10
Finalsite Enables the Integration/SSO/Authentication on Live site Marking the Completion of Project	Finalsite	Day 10

# Mobile App Set-up

## Introduction

This Statement of Work ("SOW") which represents a definition of scope and associated responsibility of service to be performed pursuant to the Work Order by and between Active Internet Technologies, Inc ("Finalsite") and Client ("Client") which terms are incorporated herein for reference. Finalsite and Client shall be referred to collectively as the "Parties." All capitalized terms shall have the same meaning given to them pursuant to the Work Order unless otherwise set forth herein.

Set-up fees are a one-time fee associated with the tasks and milestones required to implement any new software components or integrations.

The purpose of this statement of work is to help establish the expected process with which our software and integrations will be deployed.

## Scope of Services

### Project Assumptions

- The client will have access to an iOS device in order to test out the app on Test Flight for iOS.
- The client can access and update information on the administrative side of the website including the modules Calendar, Posts, Messages, and Resources.

### Provided Deployment Team Members

- The Client will be paired with at least one deployment team member. Finalsite will decide if and how many, if any, additional specialists are required.
- Finalsite staff will reach out via Mavenlink to communicate about the set-up process. The Client will be expected to respond to requests via email for additional information in a timely fashion as to facilitate the completion of milestones and tasks.

### Pre-Setup Deliverables

- The client will receive forms to complete with required images and information that are required to set up a test app.
- Once the information is received, the app will be set up as a test on iOS Test Flight for the client to populate information and test settings.
- The client will be given access to the Mobile App Module as well as the Push Notification Settings in Messages.
- The client will be provided an on-demand training video as well as access to Knowledge Base articles for instructions on how to work with additional settings.
- The client will be offered an optional one hour one-on-one training session with a Client Education specialist should they want to discuss the set up of their app.

## Post-Setup Deliverables

- Once the client has confirmed that the app is ready for launch, time will be allocated by the deployment team to add the app to the iOS and Google Play stores. This process can take up to 7 days for both apps to appear successfully.
- Once the app has been deployed, the client can reach out to support via new support tickets with any additional questions.

## Project Timeline

	Responsible Party	Schedule
Kick-off Messaging	Finalsite	Day 1
Client Provides Survey, Images and Google/Developer Account information.	Client	Day 2-7
Configuration of the App	Finalsite	Day 7-12
Client Review of App via test flight	Client	Day 12-17
Launch of App	Finalsite	Day 17-25 *Google Play and App Store could take up to 10 days to publish the app.
Completion of Project	Finalsite	Day 25

# Workflows Set-Up

## Introduction

This Statement of Work ("SOW") which represents a definition of scope and associated responsibility of service to be performed pursuant to the Work Order by and between Active Internet Technologies, Inc ("Finalsite") and Client ("Client") which terms are incorporated herein for reference. Finalsite and Client shall be referred to collectively as the "Parties." All capitalized terms shall have the same meaning given to them pursuant to the Work Order unless otherwise set forth herein.

Set-up fees are a one-time fee associated with the tasks and milestones required to implement any new software components or integrations.

The purpose of this statement of work is to help establish the expected process with which our software and integrations will be deployed.

## Scope of Services and Deliverables

Set up includes enabling the Workflows module and Workflows Messages on the Finalsite Platform. The maximum number of active Workflows allowed is defined in the contract.

Workflows requires emails created specifically for these campaigns, using Workflow Messages. For training purposes, the Client Education group will create a sample Workflow Message using an existing template if one does not exist to help demonstrate how to use and run a sample workflow.

The Forms Connector, included in all purchases of Workflows, is used to enroll new users into an email workflow based on a form submission and selections made on the form. The Client Education group will use an existing form or create a sample one to show how to connect a form to a workflow.

The client will also be provided an on-demand training video as well as access to Knowledge Base articles for instructions on how to work with additional settings. The client will be offered an optional one hour one-on-one training session should they want to discuss the set up and use cases for their workflows.

## Consulting Services with Finalsite Advantage

As part of the software setup, there will be three components to implementing Workflows:

1. **Module set-up and Intake Survey** (Required to engage Consulting Services Department):  
The client must complete the intake survey which will be emailed after the contract is executed.
2. **Training:** Client Education will schedule a training session to review Workflows and the related required functionality.

3. **Finalsite Advantage Consultation (Optional):** A 45-minute consulting meeting may be coordinated between the Client and Finalsite Advantage consultants, either before or after Training. The goal of this meeting is to:
  - review the results from the intake survey in terms of both goals and use cases;
  - provide guidance on making the most of workflows;
  - demonstrate how to think about workflow triggers;

Guidance on content for email campaigns may be included. At the end of this meeting, the second consultation meeting will be scheduled after the training.

4. **Finalsite Advantage Consultation #2 (Optional):** A second 45-minute consulting meeting will review the notes from the first meeting, discuss and review any additional questions, and ensure the client is comfortable using workflows as well as applying it to their strategy.

Note that if additional consultation time is needed, Client can add the Advantage program for continued support.

## Project Assumptions

- The client can access and update information on the administrative side of the website including the modules Messages, Posts and Resources.

## Provided Deployment Team Members

- Unless specified in the Order, the Deployment team will not be involved in the setup of the inbound workflows.

## Store Set-up

### Introduction

This Statement of Work ("SOW") which represents a definition of scope and associated responsibility of service to be performed pursuant to the Work Order by and between Active Internet Technologies, LLC. / Sitewrights Limited ("Finalsite") and Client ("Client") which terms are incorporated herein for reference. Finalsite and Client shall be referred to collectively as the "Parties." All capitalized terms shall have the same meaning given to them pursuant to the Work Order unless otherwise set forth herein.

Set-up fees are a one-time fee associated with the tasks and milestones required to implement any new software components.

The purpose of this statement of work is to help establish the expected process with which our Store software will be deployed.

### Scope of Services

#### Project Assumptions

- The Store Set-up Team makes the assumption that, as of the date specified in the addendum or contract, the client will be actively participating in the set-up of their software as questions arise and or sent to them via email or discussed via phone.

#### Pre-Setup Timelines and Deliverables

- The Client will be paired with at least one Finalsite team member. Finalsite will decide if additional specialists are required.
- Finalsite staff will reach out via email notification to communicate about the set-up process. The Client will be expected to respond to requests via email for additional information in a timely fashion, as to facilitate the completion of milestones and tasks.

#### Setup Timelines and Deliverables

- The client will provide all necessary data and configuration information needed to establish the basic setup including but not limited to shipping options, payment methods, notifications, etc. via Intake Form.
- The client will provide product images to Finalsite via a shared Google Drive folder and corresponding Store Datasheet with product details.
- Finalsite will provide a configured store embedded into a single page on the Client's site



hidden from navigation, internal and external search for the client to preview the front-end of the store.

- After Client has reviewed, Finalsite will make any changes requested and provide Client with admin login(s). The Client can then make changes to the store products, categories, etc. to prepare for go-live.

## Post-Setup Timelines and Deliverables

- The client will be made aware of Knowledge Base articles that are available on the topic and will be offered links to on-demand training resources.
- The ticket for the set up will be solved and a request for feedback will be sent.
- The client can create new tickets for any subsequent questions they might have about the software.

## Project Timeline

Kick-off message	Finalsite Day 1
Client Information Provided Client provides completed intake form, gathers and provides product images via Google Drive and any other needed data/information.	Client Day 2-6
Configuration of Software Including, but not limited to, the initial basic setup of payment, shipping, notification preferences, initial upload of products, categories, and options.*	Finalsite Day 7-11
Client Review Admin credentials are provided.	Client Day 12-16
Completion of Setup Ticket final comment with links to training on-demand and Knowledge Base articles for reference and solved.	Finalsite Day 17

\*Variations for products are not able to be uploaded in bulk. Up to 5 items can have Variations configured as examples and instructions provided to the Client to create the remaining Variations as needed.

# Communications Core (Messages) Set-up

## Introduction

This Statement of Work ("SOW") which represents a definition of scope and associated responsibility of service to be performed pursuant to the Work Order by and between Active Internet Technologies, LLC. / Sitewrights Limited ("Finalsite") and Client ("Client") which terms are incorporated herein for reference. Finalsite and Client shall be referred to collectively as the "Parties." All capitalized terms shall have the same meaning given to them pursuant to the Work Order unless otherwise set forth herein.

Set-up fees are a one-time fee associated with the tasks and milestones required to implement any new software components.

The purpose of this statement of work is to help establish the expected process with which our Messages software will be deployed.

## Scope of Services

- Finalsite will confirm that there are the required Roles in Constituent Manager
- Messages will follow the Messages XR Usage Plan Description ([see associated SOW document](#)).
- Finalsite will enable the Messages module. Based on the Order the following components will be configured and/or enabled:
  - Student/Parent Role is enabled (included with a Messages license)
  - Data integration is set up and enabled (if licensed. See "Integration / Authentication / SSO" setup in this document)
  - Messages Module is enabled
    - Default reply-to address
    - Email limit based on Usage Plan outlined in the Order
  - If translation functionality is being used:
    - Translation settings will be configured
    - "Preferred Language" in Constituent Manager through a data upload or a data integration (if licensed)
    - Preferred Language is not a supported field in every Student Information System. Contact your sales consultant or deployment coordinator for technical specifications for your SIS.

## Project Assumptions

- Website domain must be live



## Pre-Setup & Setup Timelines and Deliverables

- The Client will be paired with at least one Finalsite team member. Finalsite will decide if additional specialists are required.
- Finalsite staff will reach out via email notification to communicate about the set-up process. The Client will be expected to respond to requests via email for additional information in a timely fashion, as to facilitate the completion of milestones and tasks.
- The client will provide all necessary data and configuration information needed to establish the basic setup for email

## Post-Setup Timelines and Deliverables

- The client will be made aware of Knowledge Base articles that are available on the topic and will be offered links to on-demand training resources.
- The ticket for the set up will be solved and a request for feedback will be sent.
- The client can create new tickets for any subsequent questions they might have about the software.

## Project Timeline

Kick-off message	Finalsite Day 1
Client Information Provided Client provides completed intake form and any other needed data/information.	Client Day 2-7
Configuration of Software Including, but not limited to, the initial basic setup of the Modules and associated components, as well as the initiation of the toll-free phone number setup and verification.	Finalsite Day 2-7
Completion of Setup Ticket final comment with links to training on-demand and Knowledge Base articles for reference and solved.	Client/Finalsite Day 8
Completion of Phone Number Verification	Finalsite Day 14-28

# Messages XR (Phone Communications - Voice, SMS) Set-up

## Introduction

This Statement of Work ("SOW") which represents a definition of scope and associated responsibility of service to be performed pursuant to the Work Order by and between Active Internet Technologies, LLC. / Sitewrights Limited ("Finalsite") and Client ("Client") which terms are incorporated herein for reference. Finalsite and Client shall be referred to collectively as the "Parties." All capitalized terms shall have the same meaning given to them pursuant to the Work Order unless otherwise set forth herein.

Set-up fees are a one-time fee associated with the tasks and milestones required to implement any new software components.

The purpose of this statement of work is to help establish the expected process with which our Messages XR software will be deployed.

## Scope of Services

- Finalsite will confirm that there are the required Roles in Constituent Manager
- Messages XR will follow the Messages XR Usage Plan Description ([see associated SOW document](#)).
- Finalsite will enable the Messages XR module. Based on the Order the following components will be configured and/or enabled:
  - Student/Parent Role is enabled (included with a Messages XR license)
  - Data integration is set up and enabled (if licensed. See "Integration / Authentication / SSO" setup in this document)
  - Messages Module is enabled
    - Default reply-to address
    - Email limit based on Usage Plan outlined in the Order
  - Mobile App (if licensed) *See Page 6 for mobile app setup in this document*
    - App Notifications Limit
  - Text Platform (if licensed)
    - SMS limit
    - Toll-free phone number assignment and verification process
  - Voice Platform (if licensed)
    - Minutes limit
    - Toll-free phone number and required verification fields. This number will be the same as the SMS number, or vice versa.



- If translation functionality is being used:
  - Translation settings will be configured
  - “Preferred Language” in Constituent Manager through a data upload or a data integration (if licensed)
  - Preferred Language is not a supported field in every Student Information System. Contact your sales consultant or deployment coordinator for technical specifications for your SIS.

## Project Assumptions

- For SMS/Voice, Constituent Roles and phone numbers are required
- Website domain must be live
- The Client can export data from their student information system (SIS) and other data sources in a format that can be successfully imported into Messages XR that can be utilized to identify the intended recipients of communications initiated by the Client
- The Client will designate a project lead who will be regularly available to meet with both parties regarding this project and serves as the point of contact in communicating and coordinating with Finalsite.
- The Client will be responsible for managing and delegating resources as required to meet both Client and Finalsite’s deliverables per this SOW.
- Client will work with the Finalsite Project Manager to define a mutually agreed timeline for project completion and launch.
- Client will complete the virtual training offerings before launch of the product.
- Client will launch Messages XR within twelve (12) weeks from Project Kick-Off.

## Sample Implementation Timeline, Resourcing, and Deliverables

Stage	Objectives	Resources	Week	Notes
Finalsite Messages XR				
Plan	<b>Kickoff Meeting</b> <ul style="list-style-type: none"><li>• Schedule and conduct Kick-Off Meeting</li><li>• Determine key participants from School/District for the entire project</li><li>• Schedule Initial Consultation and Data Integration Consultation</li></ul>	<ul style="list-style-type: none"><li>• Finalsite Project Manager</li><li>• Client Project Team</li></ul>	<b>Week 1</b>	The Project Manager will lead the call to discuss goals, schedule initial meetings, and review the implementation process.
	<b>Initial Consultation</b> <ul style="list-style-type: none"><li>• Meet your Implementation Consultant and review the product, goals, and data transfer options</li></ul>	<ul style="list-style-type: none"><li>• Finalsite Implementation Consultant</li><li>• Client Project Team, including Technical Staff</li></ul>	<b>Week 2</b>	
	<b>Data Integration Consultation</b> <ul style="list-style-type: none"><li>• Meet your Data Integration Specialist to begin the secure transfer of data from all applicable systems</li></ul>	<ul style="list-style-type: none"><li>• Finalsite Data Integration Specialist</li><li>• Client Technical Staff</li></ul>	<b>Week 3</b>	

Stage	Objectives	Resources	Week	Notes
	<b>Verification Voice/ SMS Toll-Free Numbers</b>	<ul style="list-style-type: none"> <li>Finalsite Technical Specialist</li> </ul>	<b>Weeks 3-7</b>	
<b>Execute</b>	<b>Data Integration</b> <ul style="list-style-type: none"> <li>Finalsite and Client Data Teams to work together on data integration, specifications, and configuration</li> </ul>	<ul style="list-style-type: none"> <li>Finalsite Data Integration Specialist</li> <li>Client Technical Staff (Data)</li> </ul>	<b>Weeks 3-7</b>	The timeline is dependent upon the complexity of the integration requirements and software (i.e., SIS, lunch, and HRIS systems)
	<b>Data Verification</b> <ul style="list-style-type: none"> <li>Review the data with your Consultant to verify that the data is mapping correctly and matches what displays in your SIS.</li> <li>Transition to Data Support</li> </ul>	<ul style="list-style-type: none"> <li>Finalsite Data Integration Specialist</li> <li>Client Project Team</li> <li>Client Technical Staff</li> </ul>	<b>Week 8</b>	Confirm that all data is mapping correctly and that automated messages will go out accurately.
	<b>Training</b> <ul style="list-style-type: none"> <li>Complete purchased Training sessions (additional sessions can be purchased)</li> </ul>	<ul style="list-style-type: none"> <li>Finalsite Implementation Consultant</li> <li>Client Project Team</li> </ul>	<b>Weeks 9-10</b>	Once data verification is complete, your PM will work with the Client Project Team to schedule purchased training sessions.
<b>Close</b>	<b>Product Review</b> <ul style="list-style-type: none"> <li>Review the final product, and ensure the client is launch-ready</li> </ul>	<ul style="list-style-type: none"> <li>Client Project Team</li> <li>Finalsite Technical Consultant</li> </ul>	<b>Week 11</b>	Final review of the product to ensure the Client is ready to launch the product.
	<b>Launch</b> <ul style="list-style-type: none"> <li>The client officially launches the solution</li> </ul>	<ul style="list-style-type: none"> <li>Client Project Team</li> </ul>	<b>Week 12</b>	
	<b>Project Close-Out</b> <ul style="list-style-type: none"> <li>Review project deliverables and ongoing support plan</li> <li>Closeout project</li> </ul>	<ul style="list-style-type: none"> <li>Client Project Team</li> <li>Finalsite Project Manager</li> </ul>	<b>Week 12</b>	

## Post Implementation and Launch Deliverables

- The client will be informed of available Knowledge Base articles on using Messages XR and will be provided links to on-demand training resources.
- The client will be officially transitioned to Finalsite support, where they can create new tickets for any subsequent questions about the software.

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** May 22, 2025

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

**FROM:**  
Business Services  
Marilyn Adrianzen, Chief Business Official

☐ Informational  
☒ Action

**AGENDA ITEM:** APPROVE/RATIFY AGREEMENTS WITHIN DELEGATION OF  
AUTHORITY LIMITS

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**BACKGROUND INFORMATION:**

Pursuant to Education Code Section 17604 and Resolution No. 24/25-0006, the power to contract on behalf of the Governing Board of the San Ysidro School District was delegated to the Superintendent and the Chief Business Official during the 2024-25 fiscal year, in the maximum amounts of \$15,000 for public project contracts and \$30,000 for all other contracts, respectively; provided that no contract made pursuant to such delegation and authorization shall be valid or constitute an enforceable obligation against the District unless and until same shall have been approved or ratified by the Governing Board, said approval or ratification to be evidenced by a motion duly passed and adopted.

The various district departments submitted the agreements on the attached list for Governing Board approval and/or ratification.

**RECOMMENDATION:**

Approve/Ratify the agreements on the attached list with cost implications that fall within the authorized delegation of authority limits of up to \$15,000 for public project contracts and up to \$30,000 for all other contracts from the various funding sources or at no cost to the district.

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**LCAP GOAL AND ACTION/SERVICE (please indicate):**

☐ Renewal    ☒ New    ☐ Amendment    ☒ Ratify    ☐ Other

Financial Implications?

☒ Yes    ☐ No

Are funds for this item available in the 2024-2025 Budget?

☒ Yes    ☐ No

Requisition #

See attached

(Amount)

Various Funding Sources

(Name of funding source and/or location)

---

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

# SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

**TO:** Governing Board

**BOARD MEETING DATE:** May 22, 2025

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

**FROM:**  
Educational Services  
Manuel Bojorquez, Assistant  
Superintendent

☐ Informational  
☒ Action

**AGENDA ITEM:** AGREEMENT WITH THE ADVANCEMENT VIA INDIVIDUAL  
DETERMINATION (AVID) CENTER

---

## BACKGROUND INFORMATION:

The San Ysidro School District is renewing its agreement with the Advancement Via Individual Determination (AVID) Program. AVID is a college readiness program for students focusing on time management, academic preparation, and college/career awareness. In the past, the AVID program has been received very positively by teachers/coordinators, administrators, and counseling staff.

The AVID Program is offered to students at San Ysidro and Vista Del Mar Middle Schools. The District Director, site administrators as well as the site AVID coordinators will continue to collaborate to maintain this program at both middle schools.

The products and services included in this agreement for our two middle schools are:

- AVID Membership Fees Secondary
- AVID Weekly Secondary
- AVID Ignite
- AVID EXCEL Benefit Package

## RECOMMENDATION:

Approve the agreement with the Advancement Via Individual Determination (AVID) Center for Vista Del Mar and San Ysidro Middle Schools during the 2025-26 school year at the total cost of \$14,568.00 to be paid from the Supplemental and Concentration fund.

---

## LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement, Action 1.3: Sustain and enhance Middle schools' programs like college readiness and STEM, while also expanding elective options such as AVID, Computer Science (PLTW), Spanish, VAPA, and offerings like Gifted and Talented Education (GATE). Elementary schools will similarly integrate GATE and PLTW programs. These programs promote equal access for all students, including unduplicated students and students with disabilities.

---

☒ **Renewal**   ☐ **New**   ☐ **Amendment**   ☐ **Ratify**   ☐ **Other**

Financial Implications?

Are funds for this item available in the 2025-2026 Budget?

Requisition #

☒ Yes   ☐ No

☒ Yes   ☐ No

**\$14,568.00**  
(Amount)

**Supplemental & Concentration Funds**  
(Name of funding source and/or location)

---

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

# AVID Center



## Products and Services Quote/Order

Quote/Order #: Q-91008  
Client: San Ysidro School District  
Address: 4350 Otay Mesa Rd  
San Ysidro, CA 92173

AVID Center Representative: Grecia Saavedra  
Phone: (858) 654-5015  
Email: gsaavedra@avid.org

Effective Date: July 01, 2025

Expiration Date: June 30, 2026

San Ysidro Middle School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,599.00	\$0.00	\$4,599.00
1	AVID Weekly Secondary	\$710.00	\$0.00	\$710.00
1	AVID Ignite	\$925.00	\$75.00	\$850.00
1	AVID EXCEL Benefit Package	\$1,125.00	\$0.00	\$1,125.00
San Ysidro Middle School SUBTOTAL:				<b>\$7,284.00</b>

Vista Del Mar Middle School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,599.00	\$0.00	\$4,599.00
1	AVID Weekly Secondary	\$710.00	\$0.00	\$710.00
1	AVID Ignite	\$925.00	\$75.00	\$850.00
1	AVID EXCEL Benefit Package	\$1,125.00	\$0.00	\$1,125.00
Vista Del Mar Middle School SUBTOTAL:				<b>\$7,284.00</b>

**TOTAL:** \$14,568.00

*plus all applicable taxes*

### Additional Comments:

N/A



This AVID Center Products and Services Quote/Order is a Subsequent Quote/Order as defined in the General Terms and Conditions previously agreed to by AVID Center and the "Client" identified above ("Ts&Cs"). This Quote/Order and any exhibits or attachments hereto, together with the Ts&Cs (including the definitions of terms set forth at <https://www.avid.org/Page/3290> or another location on AVID Center's website designated by AVID Center), supersedes all previous Quote/Orders and constitutes a binding agreement between AVID Center and Client with respect to the AVID Products and Services specified above. Certain AVID Products and Services may be cancelled by Client as set forth in AVID Center's Rest Assured Policy at <https://www.avid.org/rest-assured-policy>.

AVID Center is committed to assisting Client with a successful implementation. Additional information regarding professional learning registrations is listed below:

- Newly implementing AVID sites are best supported by a core site team of educators – at least 8 for AVID Secondary or 4 for AVID Elementary. In the initial year of implementation, Client agrees to enroll participants into AVID Summer Institute ("SI") equal to the minimum core site team described herein, unless AVID Center agrees otherwise on this Quote/Order. If other professional learning events are taken instead of SI, prices will be adjusted accordingly upon completion of the training event.
- For each existing site in year 2 and beyond of AVID implementation, Client agrees to enroll one (1) participant into AVID Ignite, unless Client notifies otherwise. If a participant is not enrolled or a registrant does not attend, Client will receive a voucher to be used for AVID Ignite in the following summer after payment has been received.

Client will be invoiced for the greater of the number of participants from a site registered for the event or committed to on this Quote/Order. No payment is due at the time of execution of this Quote/Order, notwithstanding anything to the contrary in the General Terms and Conditions. At the time of invoicing, AVID Center will verify registration fees for each site listed on this Quote/Order and any registrations which have been previously paid will be removed from the invoice. Payment will be due within thirty (30) days following receipt of AVID Center's invoice related to this Quote/Order. Each party has caused this Quote/Order to be signed by its duly authorized representative. The terms of this Quote/Order will control in the event of a conflict with any terms or conditions set forth in any purchase order or other document or communication from Client and any such terms and conditions are hereby rejected by AVID Center and of no effect.

AVID Center,  
a California Non-Profit Corporation 501(c)(3)

San Ysidro School District

Sign: \_\_\_\_\_  
Print  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Email: contracts@avid.org

AVID Center  
9797 Aero Drive, Suite 100  
San Diego, CA 92123  
Employer ID # 33-0522594

Sign: \_\_\_\_\_  
Print  
Name: Marilyn Adrianzen

Title: Chief Business Official

Date: \_\_\_\_\_

Email: marilyn.adrianzen@sysdschools.org

Board approved: \_\_\_\_\_

SYSD Contact:  
Manuel Bojorquez, Assistant Superintendent  
manuel.bojorquez@sysdschools.org  
(619) 428-4476 x3019

# SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

**TO:** Governing Board

**BOARD MEETING DATE:** May 22, 2025

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

**FROM:**  
Business Services  
Marilyn Adrianzen, Chief Business Official

☐ Informational  
☒ Action

**AGENDA ITEM:** AGREEMENT WITH FORENSIC ANALYTICAL CONSULTING SERVICES (FACS)

### BACKGROUND INFORMATION:

Since the Hillary Storm, several District Offices had water intrusion from roof/ceiling areas. Again, during the recent rains District Offices and a classroom in Sunset School were affected. The District, being proactive, requested that these locations had environmental health tests such as air quality, and mold assessments.

## RECOMMENDATION:

Approve/Ratify the Agreement with Forensic Analytical Consulting Services to conduct environmental assessments at the District and Sunset School in the amount of \$6,200.00 from the Routine Restricted Maintenance Account fund.

**2LCAP GOAL AND ACTION/SERVICE (please indicate):**

Goal No.: Base Services and Safety

2.1 Maintain basic operating services of the district including MOT personnel, transportation, contracted services, and utilities.

☐ **Renewal**    ☒ **New**    ☐ **Amendment**    ☒ **Ratify**    ☐ **Other**

## Financial Implications?

Are funds for this item available in the 2024-2025 Budget?

Requisition #

☒ Yes      ☐ No☒ Yes      ☐ No

PO 12950

**\$6,200.00**

Routine Restricted Maintenance Account

(Amount)

(Name of funding source and/or location)

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

April 15, 2025

TO Pat Caro  
Business Services  
San Ysidro School District  
4350 Otay Mesa Road  
San Ysidro, CA 92173

[Patricia.Caro@sysdschools.org](mailto:Patricia.Caro@sysdschools.org)  
Phone: 619-428-4476 ext. 3003

FROM Martin Schulz  
Forensic Analytical Consulting Services, Inc.  
3111 Camino Del Rio North, Suite 426  
San Diego, CA 92108

[Martin.Schulz@facs.com](mailto:Martin.Schulz@facs.com)  
Phone: 858-257-1027

RE **Proposal (PJ86527) for Initial Mold Assessment  
San Ysidro School District - Business Office**

---

Forensic Analytical Consulting Services, Inc. ("FACS") is pleased to present this proposal to provide environmental health consulting services to the San Ysidro School District ("Client") for an initial mold assessment of the Business Office at the San Ysidro School District building located at 4350 Otay Mesa Road, San Ysidro, CA 92173.

## Client Objectives

Based on our previous conversations, it is our understanding that your objectives are as follows:

- To seek a trusted environmental expert, as a partner, to protect public health and reduce risk and liability.
- To obtain an initial mold assessment of the Business Office (and surrounding areas) that evaluates conditions related to a potential mold concern and, if needed, provides recommendations regarding corrective actions to ensure a healthful environment.

## Scope of Work

Subject to the attached Fee Schedule (Attachment A), General Terms and Conditions (Attachment B), and the other provisions of this proposal, FACS will provide the following services (together referred to as the "Project"):

### 1. Review existing documentation

- a. Develop a history of events related to any mold issues based on prior inspections, existing documents, and discussions with site representatives who have knowledge of previous construction and renovation.

### 2. Conduct a site inspection

- a. Perform a visual assessment of all affected areas for evidence of mold growth and conditions conducive to mold growth (e.g., staining, water damage).
- b. Perform moisture assessment of all affected areas to determine moisture content of building materials in the inspected areas.

### 3. Perform environmental sampling

- a. Collect environmental samples (e.g., surface tape lifts, air spore trap samples) as needed in order to further assess the presence of mold growth and contamination. Samples will be analyzed on a normal three day turnaround time.



**4. Analysis and report generation**

- a. Review collected data and prepare a written report of the findings, conclusions, and recommendations regarding mold growth.
- b. Review and discuss report findings with client representatives prior to issuance of the final report. An electronic copy of the report will be provided.

**5. Quality Assurance/Quality Control**

- a. FACS maintains a stringent QA/QC program in order to ensure the delivery of accurate and contextually appropriate technical data that is limited in scope and context in accordance with the Limitations section below. FACS's leading subject matter experts develop FACS's QA/QC programs. Technical oversight, including review of the Scope of Work and work product, is provided by team members who have the requisite subject matter experience in FACS's QA/QC program.

**6. Additional items**

- a. FACS will engage in communication, coordination, and research activities as required in order to complete the above scope of work.
- b. Conditions may arise that significantly change the scope of work during the course of the Project. The cost of any changes to the scope of work will be priced individually and agreed to by FACS and Client before additional work is performed. The additional amount will be added to the original Project cost.
- c. FACS reserves the right to invoice on a monthly basis for projects that will exceed 30 days in length.

## Timeframe

Pending a signed authorization to proceed, FACS can mobilize to the Site within 48 hours. Laboratory analytical results will be available within five business days of site work whereupon preliminary verbal results will be provided to the client. The final report will be completed within approximately two weeks after completion of the inspection. The written report will reflect the final results, findings, and recommendations and as such will take precedence over any verbal results that FACS personnel may have provided. The analysis, comments, and recommendations presented in the written report will be based on the information collected as discussed in this proposal.

## Cost

The Project, as defined by the Scope of Work, will be charged on a fixed fee basis according to the attached Fee Schedule (Attachment A). Total cost \$3,100.

## Assumptions

The proposed Scope of Work and the associated Cost, as set forth above, were prepared in accordance with the following assumptions:

- Client will provide FACS, prior to mobilization, legal right of entry to conduct the scope of work.
- Client will notify FACS, prior to mobilization, of any restrictions, special site access requirements, or known potentially hazardous conditions at the site (e.g., hazardous materials or processes, specialized protective equipment requirements, unsound structural conditions, etc.).
- Work shall be performed during normal business hours (Monday through Friday 8:00am - 5:00pm).
- Design development, bidding services, or construction support are not included as part of the scope of services discussed in this proposal.

## Limitations

The proposed Scope of Work is limited by the conditions and practices observed by FACS in preparation of the Proposal, if any, and information made available by Client to FACS. The methods, conclusions, and recommendations provided are based on judgment, experience, and the standard of practice for

professional environmental health consulting services. They are subject to the limitations and variability inherent in the methodology employed. As with all environmental investigations, this investigation is limited to the defined scope and does not purport to set forth all hazards nor indicate that other hazards do not exist.

This proposal is valid for a period of 60 days from the date of the proposal.

Please contact me if you have any questions regarding the information provided. If this proposal is acceptable, please sign your acceptance below and return to our office by email (see above). Upon signing and return to our office, this Proposal, in conjunction with the Fee Schedule and Terms and Conditions attached as Attachment A and Attachment B, shall become a binding agreement between FACS and Client. Thank you again for your time and consideration.

Respectfully,  
FORENSIC ANALYTICAL CONSULTING SERVICES, INC.



Martin Schulz, MS  
Certified Microbial Investigator # 1405022  
Project Manager  
Forensic Analytical Consulting Services, Inc.  
Office: 858-859-3322 | Direct: 858-257-1027  
[Martin.Schulz@facs.com](mailto:Martin.Schulz@facs.com) | [www.facs.com](http://www.facs.com)

Attachment A: Fee Schedule (2025 CA)  
Attachment B: General Terms and Conditions

## ACCEPTANCE

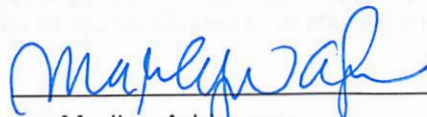
Proposal #: PJ86527

Proposal for Initial Mold Assessment  
San Ysidro School District - Business Office  
Total cost: \$3,100

The terms and conditions set forth in the above proposal, Fee Schedule (Attachment A), and General Terms and Conditions (Attachment B) are hereby accepted.

San Ysidro School District

By:



Name: Marilyn Adrianzen

Title: Chief Business Official

Date: 4/16/25

Purchase/WorkOrder #: ~~12943~~ Revised PO # 12950



## LABOR RATES

DESIGNATION	HOURLY RATE
Senior CIH	\$350
CIH/Principal Scientist	\$320
Senior Project Manager	\$245
Project Manager	\$200
Project Specialist	\$175
Senior Technician	\$160
Technician	\$140
Project Coordinator	\$140
Administrative Support	\$115

**Right** People.

**Right** Perspective.

**Right** Now.



## LABORATORY ANALYTICAL RATES (PER SAMPLE)

ANALYSIS*	TURNAROUND TIME**					
MICROBIOLOGY	Same Day	1 Day	2 Days	3 Days	4 Days	5 Days
Non-Viable Air	\$185	\$150	\$135	\$85		
Non-Viable Bulk	\$135	\$125	\$85	\$65		
Total Coliform & E. Coli (MUG)		\$180	\$135			
ASBESTOS	Same Day	1 Day	2 Days	3 Days	4 Days	5 Days
PCM (air)	\$31	\$26	\$24	\$22	\$20	\$18
TEM (air)	\$300	\$225	\$200	\$175	\$150	\$125
PLM ≤ 3 LAYERS (bulk)	\$44	\$39	\$34	\$30	\$28	\$25
PLM > 3 LAYERS (bulk)	\$70	\$55	\$50	\$45	\$41	\$38
METALS	Same Day	1 Day	2 Days	3 Days	4 Days	5 Days
Lead – Atomic Absorption	\$70	\$60	\$50	\$40	\$35	\$30
SMOKE	Same Day	1 Day	2 Days	3 Days	4 Days	5 Days
Particle Identification – Smoke	\$550	\$350	\$275	\$225	\$175	\$145

\*Listed analyses and pricing are not exhaustive, but is representative of our most requested items

\*\*Turnaround time = total business days to receive results after sample receipt at laboratory

## MISCELLANEOUS

Mileage: Cost plus 15%  
Reimbursables: Cost plus 15%  
Equipment and Consumables: Cost plus 15%  
Off-Hours Lab Opening Fee: \$400

Deposition/Testimony: Labor Rate x 1.5  
Emergency Response: Labor Rate x 2  
Overtime: Labor Rate x 1.5

### 2025 CA Fee Schedule

Please contact us for a complete list of services.



## Attachment B

### GENERAL TERMS AND CONDITIONS

ALL ORDERS FOR SERVICES SET FORTH IN FORENSIC ANALYTICAL CONSULTING SERVICES, INC'S SCOPE OF WORK (THE "SERVICES") SHALL BE COVERED BY THE FOLLOWING EXPRESS TERMS AND CONDITIONS WHICH SHALL CONSTITUTE THE ENTIRE CONTRACT (THE "CONTRACT") BETWEEN FORENSIC ANALYTICAL CONSULTING SERVICES, INC. ("FACS") AND THE CLIENT ("CLIENT").

- 1. TERMS AND CONDITIONS.** All terms and conditions relating to the rendering of services by FACS are set forth herein. The Proposal, including its Attachments, (the "Proposal") contains the final and complete agreement between the parties and there are no representations or warranties, expressed or implied, with respect to services, except as specifically set forth herein. No waiver by FACS of any default shall be deemed a waiver of any subsequent default. Failure of FACS to object to provisions contained in any order or other communication from the Client shall not be construed as a waiver of any right or remedy of FACS hereunder, nor an acceptance of any such provisions.
- 2. INDEMNIFICATION.** The Client waives any claim against FACS and its directors, officers, employees, and agents, and agrees to defend, indemnify and hold FACS harmless from any claim or liability for injury or loss, including all attorney fees and defense costs, arising or allegedly arising from or in any way connected with FACS' services under this Contract, except where such claim or liability is caused by the gross negligence or willful misconduct of FACS. The Client also agrees to defend, indemnify and hold FACS and its directors, officers, employees, and agents harmless from any claim or liability, injury or loss, including all attorney fees and defense costs, arising in whole or in part from the negligent act or omission, and/or strict liability of the Client or anyone directly or indirectly employed or contracted by the Client. FACS does not guarantee the completion of performance of any contract between Client and other parties, nor is it responsible for those third parties' acts or omissions. FACS does not warranty or guaranty the safety of any place FACS provides its services.
- 3. COMPENSATION.** The compensation for services will be billed in accordance with the rates stated in this Proposal. The rates are subject to change upon notification provided by FACS at its sole discretion. Time spent traveling, when in the interest of the Project, as defined herein, will be charged to the Client. Reimbursable expenses will be charged at cost plus 15%.
- 4. PAYMENT TERMS.** Payment terms are Net 30 days unless FACS and Client have agreed in writing to different payment terms. FACS may, at any time, suspend performance of any service, withhold written reports, or require payment in cash, security or other adequate assurance satisfactory to FACS when, in FACS' sole opinion, the financial condition of Client or other grounds for insecurity warrant such action. FACS reserves the right to assess late charges on accounts past due at a rate of 18% per annum. Any attorney fees or other costs incurred in collecting any delinquent amount shall be paid by the Client.

For projects that will exceed 30 days in length, FACS reserves the right to invoice on a monthly basis.

- 5. TAXES.** All sales taxes or use taxes, whether now existing or hereinafter imposed or modified, or taxes or duties of any nature whatsoever which may be assessed, shall be paid by the Client. In the event FACS is required to pay any such tax, the Client shall reimburse FACS upon demand. In lieu of such payment, the Client shall provide FACS with exemption certificates or other documents acceptable to taxing or customs authorities upon execution of this Proposal.
- 6. CREDIT.** This Proposal is provided and accepted subject to FACS' approval of the Client's credit, determinable at any time and from time to time by FACS in its sole judgment, affecting the whole or any unfulfilled portion of this contract.
- 7. LEGAL ENFORCEMENT OF GENERAL CONDITIONS.** If any portion of this Contract is found to be unenforceable, the remaining portions of the Contract shall remain in full force and effect.
- 8. MODIFICATION OF AGREEMENT.** The foregoing conditions may be modified only by written agreement and signed by a duly authorized representative of FACS and the Client.

**April 15, 2025**

TO Pat Caro  
Business Services  
San Ysidro School District  
4350 Otay Mesa Road  
San Ysidro, CA 92173

[Patricia.Caro@sysdschools.org](mailto:Patricia.Caro@sysdschools.org)  
Phone: 619-428-4476 ext. 3003

FROM Martin Schulz  
Forensic Analytical Consulting Services, Inc.  
3111 Camino Del Rio North, Suite 426  
San Diego, CA 92108

[Martin.Schulz@facs.com](mailto:Martin.Schulz@facs.com)  
Phone: 858-257-1027

RE **Proposal (PJ86528) for Initial Mold Assessment  
Sunset Elementary School - Room 14**

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Forensic Analytical Consulting Services, Inc. ("FACS") is pleased to present this proposal to provide environmental health consulting services to the San Ysidro School District ("Client") for an initial mold assessment of Room 14 at the Sunset Elementary School located at 3825 Sunset Lane, San Ysidro, CA 92173.

## Client Objectives

Based on our previous conversations, it is our understanding that your objectives are as follows:

- To seek a trusted environmental expert, as a partner, to protect public health and reduce risk and liability.
- To obtain an initial mold assessment of Room 14 (and surrounding areas) that evaluates conditions related to a potential mold concern and, if needed, provides recommendations regarding corrective actions to ensure a healthful environment.

## Scope of Work

Subject to the attached Fee Schedule (Attachment A), General Terms and Conditions (Attachment B), and the other provisions of this proposal, FACS will provide the following services (together referred to as the "Project"):

### 1. *Review existing documentation*

- a. Develop a history of events related to any mold issues based on prior inspections, existing documents, and discussions with site representatives who have knowledge of previous construction and renovation.

### 2. *Conduct a site inspection*

- a. Perform a visual assessment of all affected areas for evidence of mold growth and conditions conducive to mold growth (e.g., staining, water damage).
- b. Perform moisture assessment of all affected areas to determine moisture content of building materials in the inspected areas.

### 3. *Perform environmental sampling*

- a. Collect environmental samples (e.g., surface tape lifts, air spore trap samples) as needed in order to further assess the presence of mold growth and contamination. Samples will be analyzed on a normal three day turnaround time.



**4. Analysis and report generation**

- a. Review collected data and prepare a written report of the findings, conclusions, and recommendations regarding mold growth.
- b. Review and discuss report findings with client representatives prior to issuance of the final report. An electronic copy of the report will be provided.

**5. Quality Assurance/Quality Control**

- a. FACS maintains a stringent QA/QC program in order to ensure the delivery of accurate and contextually appropriate technical data that is limited in scope and context in accordance with the Limitations section below. FACS's leading subject matter experts develop FACS's QA/QC programs. Technical oversight, including review of the Scope of Work and work product, is provided by team members who have the requisite subject matter experience in FACS's QA/QC program.

**6. Additional items**

- a. FACS will engage in communication, coordination, and research activities as required in order to complete the above scope of work.
- b. Conditions may arise that significantly change the scope of work during the course of the Project. The cost of any changes to the scope of work will be priced individually and agreed to by FACS and Client before additional work is performed. The additional amount will be added to the original Project cost.
- c. FACS reserves the right to invoice on a monthly basis for projects that will exceed 30 days in length.

## Timeframe

Pending a signed authorization to proceed, FACS can mobilize to the Site within 48 hours. Laboratory analytical results will be available within five business days of site work whereupon preliminary verbal results will be provided to the client. The final report will be completed within approximately two weeks after completion of the inspection. The written report will reflect the final results, findings, and recommendations and as such will take precedence over any verbal results that FACS personnel may have provided. The analysis, comments, and recommendations presented in the written report will be based on the information collected as discussed in this proposal.

## Cost

The Project, as defined by the Scope of Work, will be charged on a fixed fee basis according to the attached Fee Schedule (Attachment A). Total cost \$3,100.

## Assumptions

The proposed Scope of Work and the associated Cost, as set forth above, were prepared in accordance with the following assumptions:

- Client will provide FACS, prior to mobilization, legal right of entry to conduct the scope of work.
- Client will notify FACS, prior to mobilization, of any restrictions, special site access requirements, or known potentially hazardous conditions at the site (e.g., hazardous materials or processes, specialized protective equipment requirements, unsound structural conditions, etc.).
- Work shall be performed during normal business hours (Monday through Friday 8:00am - 5:00pm).
- Design development, bidding services, or construction support are not included as part of the scope of services discussed in this proposal.

## Limitations

The proposed Scope of Work is limited by the conditions and practices observed by FACS in preparation of the Proposal, if any, and information made available by Client to FACS. The methods, conclusions, and recommendations provided are based on judgment, experience, and the standard of practice for

professional environmental health consulting services. They are subject to the limitations and variability inherent in the methodology employed. As with all environmental investigations, this investigation is limited to the defined scope and does not purport to set forth all hazards nor indicate that other hazards do not exist.

This proposal is valid for a period of 60 days from the date of the proposal.

Please contact me if you have any questions regarding the information provided. If this proposal is acceptable, please sign your acceptance below and return to our office by email (see above). Upon signing and return to our office, this Proposal, in conjunction with the Fee Schedule and Terms and Conditions attached as Attachment A and Attachment B, shall become a binding agreement between FACS and Client. Thank you again for your time and consideration.

Respectfully,  
FORENSIC ANALYTICAL CONSULTING SERVICES, INC.



Martin Schulz, MS  
Certified Microbial Investigator # 1405022  
Project Manager  
Forensic Analytical Consulting Services, Inc.  
Office: 858-859-3322 | Direct: 858-257-1027  
[Martin.Schulz@facs.com](mailto:Martin.Schulz@facs.com) | [www.facs.com](http://www.facs.com)

Attachment A: Fee Schedule (2025 CA)  
Attachment B: General Terms and Conditions

## **ACCEPTANCE**

**Proposal #: PJ86528**

**Proposal for Initial Mold Assessment  
Sunset Elementary School - Room 14  
Total cost: \$3,100**

The terms and conditions set forth in the above proposal, Fee Schedule (Attachment A), and General Terms and Conditions (Attachment B) are hereby accepted.

San Ysidro School District

By: \_\_\_\_\_



Name: Marilyn Adrianzen

Title: Chief Business Official

Date: 4/16/25

Purchase/WorkOrder #: 12943 Revised PO# 12950



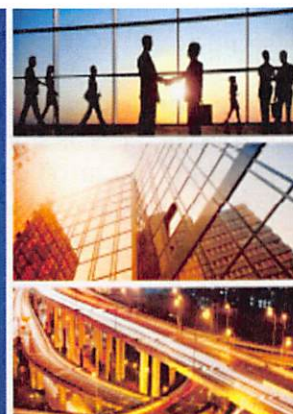
## LABOR RATES

DESIGNATION	HOURLY RATE
Senior CIH	\$350
CIH/Principal Scientist	\$320
Senior Project Manager	\$245
Project Manager	\$200
Project Specialist	\$175
Senior Technician	\$160
Technician	\$140
Project Coordinator	\$140
Administrative Support	\$115

**Right People.**

**Right Perspective.**

**Right Now.**



## LABORATORY ANALYTICAL RATES (PER SAMPLE)

ANALYSIS*	TURNAROUND TIME**					
MICROBIOLOGY	Same Day	1 Day	2 Days	3 Days	4 Days	5 Days
Non-Viable Air	\$185	\$150	\$135	\$85		
Non-Viable Bulk	\$135	\$125	\$85	\$65		
Total Coliform & E. Coli (MUG)		\$180	\$135			
ASBESTOS	Same Day	1 Day	2 Days	3 Days	4 Days	5 Days
PCM (air)	\$31	\$26	\$24	\$22	\$20	\$18
TEM (air)	\$300	\$225	\$200	\$175	\$150	\$125
PLM ≤ 3 LAYERS (bulk)	\$44	\$39	\$34	\$30	\$28	\$25
PLM > 3 LAYERS (bulk)	\$70	\$55	\$50	\$45	\$41	\$38
METALS	Same Day	1 Day	2 Days	3 Days	4 Days	5 Days
Lead – Atomic Absorption	\$70	\$60	\$50	\$40	\$35	\$30
SMOKE	Same Day	1 Day	2 Days	3 Days	4 Days	5 Days
Particle Identification – Smoke	\$550	\$350	\$275	\$225	\$175	\$145

\*Listed analyses and pricing are not exhaustive, but is representative of our most requested items

\*\*Turnaround time = total business days to receive results after sample receipt at laboratory

## MISCELLANEOUS

Mileage: Cost plus 15%  
 Reimbursables: Cost plus 15%  
 Equipment and Consumables: Cost plus 15%  
 Off-Hours Lab Opening Fee: \$400

Deposition/Testimony: Labor Rate x 1.5  
 Emergency Response: Labor Rate x 2  
 Overtime: Labor Rate x 1.5

### 2025 CA Fee Schedule

Please contact us for a complete list of services.



## Attachment B

### GENERAL TERMS AND CONDITIONS

ALL ORDERS FOR SERVICES SET FORTH IN FORENSIC ANALYTICAL CONSULTING SERVICES, INC'S SCOPE OF WORK (THE "SERVICES") SHALL BE COVERED BY THE FOLLOWING EXPRESS TERMS AND CONDITIONS WHICH SHALL CONSTITUTE THE ENTIRE CONTRACT (THE "CONTRACT") BETWEEN FORENSIC ANALYTICAL CONSULTING SERVICES, INC. ("FACS") AND THE CLIENT ("CLIENT").

1. **TERMS AND CONDITIONS.** All terms and conditions relating to the rendering of services by FACS are set forth herein. The Proposal, including its Attachments, (the "Proposal") contains the final and complete agreement between the parties and there are no representations or warranties, expressed or implied, with respect to services, except as specifically set forth herein. No waiver by FACS of any default shall be deemed a waiver of any subsequent default. Failure of FACS to object to provisions contained in any order or other communication from the Client shall not be construed as a waiver of any right or remedy of FACS hereunder, nor an acceptance of any such provisions.
2. **INDEMNIFICATION.** The Client waives any claim against FACS and its directors, officers, employees, and agents, and agrees to defend, indemnify and hold FACS harmless from any claim or liability for injury or loss, including all attorney fees and defense costs, arising or allegedly arising from or in any way connected with FACS' services under this Contract, except where such claim or liability is caused by the gross negligence or willful misconduct of FACS. The Client also agrees to defend, indemnify and hold FACS and its directors, officers, employees, and agents harmless from any claim or liability, injury or loss, including all attorney fees and defense costs, arising in whole or in part from the negligent act or omission, and/or strict liability of the Client or anyone directly or indirectly employed or contracted by the Client. FACS does not guarantee the completion of performance of any contract between Client and other parties, nor is it responsible for those third parties' acts or omissions. FACS does not warranty or guaranty the safety of any place FACS provides its services.
3. **COMPENSATION.** The compensation for services will be billed in accordance with the rates stated in this Proposal. The rates are subject to change upon notification provided by FACS at its sole discretion. Time spent traveling, when in the interest of the Project, as defined herein, will be charged to the Client. Reimbursable expenses will be charged at cost plus 15%.
4. **PAYMENT TERMS.** Payment terms are Net 30 days unless FACS and Client have agreed in writing to different payment terms. FACS may, at any time, suspend performance of any service, withhold written reports, or require payment in cash, security or other adequate assurance satisfactory to FACS when, in FACS' sole opinion, the financial condition of Client or other grounds for insecurity warrant such action. FACS reserves the right to assess late charges on accounts past due at a rate of 18% per annum. Any attorney fees or other costs incurred in collecting any delinquent amount shall be paid by the Client.

For projects that will exceed 30 days in length, FACS reserves the right to invoice on a monthly basis.

5. **TAXES.** All sales taxes or use taxes, whether now existing or hereinafter imposed or modified, or taxes or duties of any nature whatsoever which may be assessed, shall be paid by the Client. In the event FACS is required to pay any such tax, the Client shall reimburse FACS upon demand. In lieu of such payment, the Client shall provide FACS with exemption certificates or other documents acceptable to taxing or customs authorities upon execution of this Proposal.
6. **CREDIT.** This Proposal is provided and accepted subject to FACS' approval of the Client's credit, determinable at any time and from time to time by FACS in its sole judgment, affecting the whole or any unfulfilled portion of this contract.
7. **LEGAL ENFORCEMENT OF GENERAL CONDITIONS.** If any portion of this Contract is found to be unenforceable, the remaining portions of the Contract shall remain in full force and effect.
8. **MODIFICATION OF AGREEMENT.** The foregoing conditions may be modified only by written agreement and signed by a duly authorized representative of FACS and the Client.

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** May 22, 2025

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

**FROM:**  
San Ysidro Middle School  
Mairen Ruiz, Principal

☐ Informational  
☒ Action

**AGENDA ITEM:** AGREEMENT WITH GUSTAVO LOPEZ

**BACKGROUND INFORMATION:**

The San Ysidro Middle School’s Associated Student Body (ASB) hosts a dance for approximately 200 8<sup>th</sup> graders that will be promoting to High School. This year, the ASBs voted and approved to have their 8<sup>th</sup> grade dance off site as indicated below. Parents will be responsible for transporting their student to and from the event. The ASB Teacher and chaparones will be supervising the event.

The ASB has approved the expense to have a DJ during their event.

School	Date	Location	Cost
San Ysidro Middle School	May 29, 2025	SHM Bayside Pavilion Marina	\$500.00

**RECOMMENDATION:**

Approve/Ratify the agreement with Gustavo Lopez, an independent contractor, to provide DJ services for the San Ysidro Middle School’s 8<sup>th</sup> grade promotion dance at an estimated cost of \$500.00 from ASB funds.

**LCAP GOAL AND ACTION/SERVICE (please indicate):**

☐ Renewal    ☒ New    ☐ Amendment    ☒ Ratify    ☐ Other

Financial Implications?

☒ Yes    ☐ No

Are funds for this item available in the 2024-2025 Budget?

☒ Yes    ☐ No

Requisition #

\$500.00

(Amount)

SYMS ASB Funds

(Name of funding source and/or location)

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

## SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road  
San Ysidro, California 92173  
619-428-4476

### INDEPENDENT SERVICE PROVIDER

**THIS CONTRACT** made and entered into on 23rd of May 2025 by and between GUSTAVO LOPEZ, an Independent Contractor/ Individual, hereinafter referred to as **SERVICE PROVIDER** and the **SAN YSIDRO SCHOOL DISTRICT**, hereinafter referred to **DISTRICT**.

WITNESSETH; The parties do hereby contract and agree as follows:

1. The term of this contract shall begin on May 29, 2025 with work to be completed on or before one-day only.

2. The District shall pay the Service Provider for the specified services as reflected below or on Exhibit A for the following services (the "Project"):

Service Provider shall provide DJ services during the San Ysidro Middle School 8<sup>th</sup> grade formal dance events at off-site locations. See Exhibit A for rates/fees.

PROJECT NAME

3. The Service Provider shall not commence work under this Contract until the insurance required under paragraph 22 of the **General Terms and Conditions** and satisfactory proof of such insurance has been submitted to the District and said insurance has been approved by the District.

4. Payment Schedule - Payment for the work shall be made in lump sum upon final completion of the Project subject to the provisions of Paragraph 18 of the **General Terms and Conditions** and the District's written approval of the work (which approval shall not be unreasonably withheld). No payment by the District shall be due or until at least thirty (30) days following final approval of completed work by the District.

5. Inspection shall be performed and confirmed by the Director of Maintenance, Operations, Transportation and Facilities for the District, or his authorized representative.

6. The Contract includes the **General Terms and Conditions** as printed and set forth on the following pages, and the Service Provider, by executing this Contract, agrees to comply with all such general terms and conditions.

7. The Service Provider shall guarantee all labor and material used in the performance of this Contract for a period of one year from the date of final written approval by the District.

8. Documents Constituting Agreement. The documents indicated below collectively constitute the entire Agreement, and shall be attached and maintained with a copy of this Agreement:

- Scope of Work Statement (Exhibit A)
- Certificates of Liability Insurance & Endorsement (Waived\_\_\_\_\_)
- Release of Liability
- School Safety Certification Form
- Worker's Compensation Insurance (if applicable and as required by law) N/A
- Waiver of Subrogation for both General Liability and Workers' Compensation N/A
- Covid-19 (Addendum) N/A
- IRS Form W-9 On file

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self insurance in accordance with provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."

9. Entire Agreement/Amendments. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may not be amended except by a writing signed by the District and Service Provider. No waiver, alternation or modification of the provisions of this Agreement shall be effective unless signed by both Parties.
10. 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.
11. Exhibits and Recitals. All Exhibits and Recitals contained herein are hereby incorporated into this Agreement by this reference.
12. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one agreement.

**IN WITNESS WHEREOF**, the parties hereunto have subscribed to this Contract, including all Contract Documents described herein:

<u><b>SERVICE PROVIDER</b></u>	<u><b>SAN YSIDRO SCHOOL DISTRICT</b></u>
<p>_____</p> <p style="text-align: center;"><b>Authorized Signature</b></p> <p>_____</p> <p style="text-align: center;"><b>Name</b></p> <p>TITLE: _____</p> <p>LICENSE NUMBER: _____</p> <p>ADDRESS: _____</p> <p>_____</p> <p>DATE: _____</p> <p>TEL # _____</p> <p>EMAIL: _____</p>	<p>_____</p> <p>Marilyn Adrianzen, Chief Business Official</p> <p>DATE: _____</p> <p>BOARD APPROVED: _____</p> <p>-----</p> <p>EMAIL: marilyn.adrianzen@sysdschools.org</p> <p>PHONE: (619) 428-4476 ext. 3003</p> <p>FAX: (619) 428-9355</p>

## **GENERAL TERMS AND CONDITIONS**

1. **PROPOSAL ACCEPTANCE.** Proposals are subject to acceptance by the District and signing of a contract and issuance of an appropriate purchase order at any time within sixty (60) days after the receipt of quotes unless otherwise stipulated. The District reserves the right to accept or reject any and all quotes and reserves the right to waive any informality in any quote. No attachment or exhibit to any such proposal provided by Service Provider shall supersede these General Terms and Conditions or other contract documents. Any such provisions which conflict with the requirements of the contract documents shall be void and unenforceable.

2. **SITE EXAMINATION.** Service Provider must examine the site and certify all measurements, specifications and conditions affecting the work to be performed at the site. By submitting their quote a Service Provider warrants that they have made such site examination as they deem necessary as to the condition of the site, its accessibility for materials, workmen and utilities and ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to such matters or for any other undiscovered conditions on the site.

3. **EQUIPMENT AND LABOR.** The Service Provider shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the services herein described, the services to be performed at such times and places as directed by and subject to the approval of the authorized district representative indicated in the work specifications attached hereto.

4. **SUBCONTRACTORS.** Service Provider agrees to bind every subcontractor by terms of the contract as far as such terms are applicable to subcontractor's work. If Service Provider shall subcontract any part of this contract, Service Provider shall be fully responsible to the District for acts and omissions of his subcontractor and of persons either directly or indirectly employed by him. Nothing contained in the contract documents shall create any contractual relations between any subcontractor and the District.

5. **SAFETY AND SECURITY.** It shall be the responsibility of the Service Provider to ascertain from the District the rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present.

6. **DEFAULT BY SERVICE PROVIDER.** When Service Provider, or any subcontractor, or vendor shall fail to deliver any article or service or shall deliver any article or service which does not conform to the work specifications, the District may, upon five (5) business days' prior written notice describing the default, at its option, annul and set aside the contract entered into with said Service Provider, subcontractor or vendor either in whole or in part, and make and enter into a new contract in such manner as seems to the Board of Education to be to the best advantage of the District. Any failure for furnishing such articles or services by reason of the failure of the Service Provider, subcontractor or vendor, as above stated, shall be a liability against the Service Provider and his sureties. The Board of Education reserves the right to cancel any articles or services which the Service Provider may be unable to furnish because of economic conditions, governmental regulations or other similar causes beyond the control of the Service Provider provided satisfactory proof is furnished to the Board of Education, if requested.

7. **CONTRACT CHANGES.** No changes or alterations to this contract shall be made without specific prior written approval by the District.

8. **WORKERS.** Service Provider shall at all times enforce strict discipline and good order among his employees and shall not employ on work any unfi person or anyone not skilled in work assigned to him or her. Any person in the employ of the Service Provider whom the District may deem incompetent or unfit shall be dismissed from the job site and shall not again be employed at site without written consent from the District.

9. **SUBSTITUTIONS.** No substitutions, of materials from those specified in the Work Specifications, shall be made without the prior written approval of the District.

10. **SERVICE PROVIDER SUPERVISION.** Service Provider shall provide competent supervision of personnel employed on the job site, use of equipment, and quality of workmanship.

11. **CLEAN UP.** Debris shall be removed from the premises. Job site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.

12. **ACCESS TO WORK.** District representatives shall at all times have access to work wherever it is in preparation or progress. Service Provider shall provide safe and proper facilities for such access.

13. **PROTECTION OF WORK AND PROPERTY.** The Service Provider shall erect and properly maintain at all times, as required by conditions and progress of work, all necessary safeguards, signs, barriers, lights, and watchmen for protection of workmen and the public, and shall post danger signs warning against hazards created by such features in the course of construction. In an emergency affecting life and safety of life or of work or of adjoining property, Service Provider, without special instruction or authorization from District, is permitted to act at his discretion to prevent such threatened loss or injury.

14. **OCCUPANCY.** District reserves the right to occupy buildings at any time before formal contract completion and such occupancy shall not constitute final acceptance or approval of any part of the work covered by this contract, nor shall such occupancy extend the date specified for substantial completion of the work.

15. **ASSIGNMENT OF CONTRACT AND PURCHASE ORDER.** The Service Provider shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations under this contract without the prior written consent of the District.

16. **FORCE MAJEURE CLAUSE.** The parties to the Contract shall be excused from performance there under during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party (ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.



17. **HOLD HARMLESS AGREEMENT** To the fullest extent permitted by law, Service Provider 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 alleged acts, errors or omissions, or willful misconduct of Service Provider, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Service Provider's Services, this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys fees and other related costs and expenses; provided, however, that Service Provider shall not be liable for the sole established negligence, willful misconduct or active negligence of District. Service Provider shall reimburse District and its officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Service Provider's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its directors, officials, officers, employees, agents, or volunteers. Notwithstanding the foregoing, to the extent Service Provider's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Service Provider.

18. **PAYMENT.** Service Provider shall submit to District an itemized invoice which indicates work completed by Service Provider. 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 Service Provider within 30 days and in accordance with this Agreement.

19. **PERMITS AND LICENSES.** The Service Provider and all of his employees, agents, and subcontractors shall secure and maintain in force, at Service Provider's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of materials, supplies, or services herein listed.

20. **SERVICE PROVIDER NOT OFFICER, EMPLOYEE, OR AGENT OF DISTRICT.** While engaged in carrying out other terms and conditions of this Agreement or purchase order, the Service Provider is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District.

21. **ANTI-DISCRIMINATION.** It is the policy of the San Ysidro School District Board of Education that in connection with all work performed under construction and purchasing contracts, there be no discrimination against any employee engaged in the work because of race, color, sex, ancestry, national origin, or religious creed, and therefore the Service Provider agrees to comply with the applicable Federal and California Laws, including, but not limited to the California Fair Employment Practice Act, beginning with Labor Code, Section 1410 and Labor Code, Section 1735. In addition, the

Service Provider agrees to require such compliance by all subcontractors employed on the work by him.

22. **SERVICE PROVIDER AND SUBCONTRACTOR'S INSURANCE.** The Service Provider shall not commence work under this Contract until he has obtained the insurance required under this paragraph and satisfactory proof of such insurance has been submitted to District and said insurance has been approved by the District. Except for worker's compensation insurance, the policy shall not be amended or modified, and the coverage amounts shall not be reduced without the District's prior written consent, and, the District shall be named as an additional insured and be furnished thirty (30) days written notice prior to cancellation. The Service Provider shall not allow any Subcontractor, employee or agent to commence work on this contract or any subcontract until the insurance required of the Service Provider, subcontractor, or agent has been obtained.

A) **WORKER'S COMPENSATION INSURANCE.** The Service Provider shall procure and shall maintain during the life of this contract Worker's Compensation Insurance on all of his employees to be engaged in work on the project under this contract and in case of any such work sublet, the Service Provider shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Service Provider's Worker's Compensation Insurance. A Waiver of Subrogation in favor of the District shall be provided.

B) **COMMERCIAL GENERAL LIABILITY AND COMMERCIAL AUTO INSURANCE.** The Service Provider shall procure and shall maintain during the life of his contract, Service Provider's Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence for injuries, including accidental death to any one person, and subject to the same limit for each person, in an amount not less than \$1,000,000 on account of one accident (per occurrence) and Commercial Auto Insurance in an amount not less than \$1,000,000. Any subcontractor employed in connection with the work shall maintain such insurance unless the Service Provider's insurance covers the subcontractor and its employees.

23. **WARRANTY/QUALITY.** The Service Provider, manufacturer, or their assigned agents shall guarantee the workmanship, product or service performed against defects or failures of materials for a minimum period of one (1) year from delivery or the final completion date for the work. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.

24. **ASSIGNMENT OF CLAIMS.** In submitting a quote on this project, or any subcontractor agreeing to supply goods, services, or materials, and entering a contract pursuant thereto, the Service Provider and/or subcontractor do offer and agree to assign to the District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act, Chapter 2 (commencing with Section 116700 of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the contract or the subcontract. This assignment shall be made and become effective at the time the District tenders final payment

to the Service Provider without further acknowledgment by the parties.

25. **COMPLIANCE WITH LAWS.** Service Provider shall give all notices and comply with all laws, ordinances; rules and regulations bearing on conduct or work as indicated or specified. If Service Provider observes that any of the work required by this contract is at variance with any such laws, ordinances, rules or regulations, Service Provider shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Service Provider's receipt of a written termination notice from the District. If Service Provider performs any work knowing it to be in violation of such laws, ordinances, rules or regulations and without first notifying the District of such violation, Service Provider shall bear all costs arising there from.

26. **TIME IS OF THE ESSENCE.** Time is of the essence in the performance of and compliance with each of the provisions and conditions of this contract.

27. **GOVERNING LAW.** This contract shall be governed by and construed in accordance with the laws of the State of California with venue in San Diego County.

28. **NO ORAL MODIFICATION.** Any waiver, amendment, modification, consent or acquiescence with respect to this contract or any provision of this contract or with respect to any failure to perform in accordance therewith shall be set forth in writing and duly executed by authorized representatives to enter into agreements of each party to be bound thereby.

29. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and this contract shall be read and enforced as though it were included therein.

30. **RESERVED**

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

(i) **Effect of Termination.** If this Agreement is terminated as provided in this Section, District may require Service Provider to provide all finished or unfinished documents, data, programming source code, reports or any other items prepared by Service Provider in connection with the performance of Services under this Agreement. Service Provider shall be required to provide such documents and other information within five (5) days of the request.

(ii) **Additional 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.

(iii) **Delivery of Notices.** All notices permitted or required under this Agreement shall be given to the respective parties at the addresses provided in the Contract, or at such other address as the respective parties may provide in writing for this purpose:

Such notice shall be deemed made when personally delivered, or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

32. **FINGERPRINTING REQUIREMENTS.** It shall be the responsibility of the Service Provider to ascertain from the District the rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present. At Service Provider's own expense, all of the Service Provider's employees working on Project, including those of subcontractor, working on a school site or off-site during a school-related event and while children are present shall have been cleared by the Department of Justice as not having been convicted of serious or violent felonies as per Education Code 45125.1 and 45125.2. Service Provider's employees must be fingerprinted and cleared prior to commencing work. In addition, Service Provider shall complete a **School Safety Certification Form**.

33. **DRUG/TOBACCO-FREE FACILITIES.** All District facilities are drug, alcohol and tobacco-free facilities. Any drug, alcohol and/or tobacco use (smoked or smokeless) is prohibited at all times on all areas of District facilities.

34. **TUBERCULOSIS (TB) CLEARANCE.** The District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils. This section may be waived if the District determines that the Service Provider and/or its employees will have limited contact with District pupils or if the Service Provider and its employees will be supervised at all times by District staff.

35. **SAFETY PROTOCOLS** – The District requests that all service providers/contractors that will be on District facilities to follow COVID-19 Safety Protocols and to provide proof of Covid vaccination. **Refer to Addendum below.**

36. **COMPLIANCE WITH STORM WATER PERMIT (if applicable).** Service Provider shall be required to comply with all conditions of the State Water Resources Control Board ("State Water Board") National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity ("Permit") – General NPDES Permit No. CAS000004 adopted by the State Water Resources Control Board. Service Provider shall be responsible for filing the Notice of Intent and for obtaining the Permit and include all costs in the Contract amount. Service Provider shall be responsible for procuring, implementing and complying with the provisions, monitoring and reporting requirements as required by the Permit. Service Provider shall provide copies of all reports and monitoring information to the District Representative. Failure to comply with the Permit is in violation of federal and state law.

Contractor's Initials \_\_\_\_\_

## SCHOOL SAFETY CERTIFICATION FORM

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

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

\_\_\_\_\_(Initial) As required under Education Code Section 45125.1, subdivision (a), Service Provider shall require their employees, including the employees of any sub-Contractor 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) Service Provider 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) Service Provider 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) Service Provider 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 Service Provider's failure to comply with all of the requirements contained in Education Code Section 45125.1, including, but not limited to, the

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

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

Company Name:

\_\_\_\_\_  
\_\_\_\_\_

Name & Title of authorized representative (Print)

\_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_

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") for the following Event/Purpose: I, \_\_\_\_\_  
the undersigned, agree to the following: (Print – Person/Participant's Name)

Name of Organization/Company/Agency/Vendor: \_\_\_\_\_

Event Description/Purpose: ☐ \_\_\_\_\_

Date of Event: ☐ \_\_\_\_\_

Location of Event: ☐ \_\_\_\_\_

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 the 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. Participants 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 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 or event, 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 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 \_\_\_\_\_

***Note: Please include a Business Card if available.***

Participant's Address:

\_\_\_\_\_  
\_\_\_\_\_  
Telephone:\_(\_\_\_\_\_)\_\_\_\_\_

**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 [patricia.caro@sysdschools.org](mailto:patricia.caro@sysdschools.org) at least one week before the event  
~ Thank you**

## EXHIBIT A

### 2024-2025 OFF-SITE EVENT (MAY 2025)

Independent Contractor: Gustavo Lopez hereinafter referred to as "Service Provider"

It is agreed and understood between Gustavo Lopez and the San Ysidro School District that:

Service Provider will be providing DJ services at an off-site location for a school-related event on May of 2025 as follows: Compensation is applicable only if services are rendered.

- San Ysidro Middle School – May 29, 2025  
Event Location: Safe Harbor Marina, South Bay (SHM)  
640 Marina Parkway, Chula Vista, CA 91910

The services include setting up/taking down their own equipment to include: Sound system equipment, microphones and any other equipment/items needed for the events. No storage of this and/or any other equipment is allowed at the San Ysidro School District facilities or off-site facilities.

*(The District is not responsible for any damage to Service Provider's equipment due to unforeseen situations such as electrical outages and others that may occur during the term of this agreement.)*

Service Provider agrees to only use the Facilities that are included in this agreement and will not allow any of their members/volunteers/attendees access to any other areas of the facility being used.

Service Provider agrees to the events hours as discussed with District staff. The fee will not exceed \$500.00. The District is not responsible for any other expenses. An Invoice will be submitted on or after the date of the event. Payment will be per agreement.

This Exhibit A is hereby incorporated into the Independent Service Provider Agreement as fully set forth. No other terms and conditions of the Agreement are changed.

In Witness Whereof, the undersigned being an authorized representative of the above-mentioned Parties, execute this amendment effective on the date as signed.

SERVICE PROVIDER

SAN YSIDRO SCHOOL DISTRICT

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Gustavo Lopez., Owner  
Print Name, Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Marilyn Adrianzen, Chief Business Official  
Print Name, Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
(619) 428-4476  
Phone Number

# SAN YSIDRO SCHOOL DISTRICT

## GOVERNING BOARD AGENDA

**TO:** Governing Board

**BOARD MEETING DATE:** May 22, 2025

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

**FROM:**  
Ocean View Hills Elementary  
Erika Meza, Principal

☐ Informational  
☒ Action

**AGENDA ITEM:** AGREEMENT WITH LIVING COAST DISCOVERY CENTER

---

### BACKGROUND INFORMATION:

The Living Coast Discovery Center is a nonprofit zoo and aquarium located on the San Diego Bay National Wildlife Refuge. Founded in 1987 as the Chula Vista Nature Interpretive Center, has served the San Diego community for over 30 years.

Living Coast Discovery Center (speaker) will provide an assembly/presentation in-classroom program, in which students will learn about the unique adaptations an owl has to help it survive, about their beak, feathers, and wings as they dress up a classmate. This 30-minute presentation blends social-emotional learning concepts with Next Generation Science Standards to inspire empathy for wildlife in our youngest students.

The principal at Ocean View Hills is requesting the approval of this Memorandum of Understanding with the Living Coast Discovery Center to offer the “Hooterific” presentation to TK students.

### RECOMMENDATION:

Approve the agreement with Living Coast Discovery Center to provide an assembly/presentation in-classroom program for Ocean View Hills School TK students in the amount of \$350.00 from Field Trip funds.

---

### LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement - Enhance student achievement across all demographics, focusing on accelerating learning for English learners and students with disabilities.

Goal 2: School Culture, Climate, and Student Well-Being - Ensure that all students are educated in positive academic environments that are safe, welcoming, and drug-free, while also equipping them with the necessary social-emotional skills to build resilience and thrive not only in an equitable educational environment but also in their community and beyond.

☐ Renewal ☒ New ☐ Amendment ☐ Ratify ☐ Other

Financial Implications?

Are funds for this item available in the 2024-2025 Budget?

Requisition #

☒ Yes ☐ No

☒ Yes ☐ No

0000012156

\$350.00

(Amount)

Field Trips fund

(Name of funding source and/or location)

---

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

## **MEMORANDUM OF UNDERSTANDING FOR GUEST SPEAKER**

LIVING COAST DISCOVERY CENTER (SPEAKER)  
and San Ysidro School District (DISTRICT), mutually agree to the following:

### **1. Purpose:**

Motivational and Educational presentation for Ocean View Hills Elementary School students. The goal would be to motivate students through positive messages during an assembly and/or classroom presentation(s) by SPEAKER.

### **2. Scope of Services:**

SPEAKER will provide an assembly/presentation in-classroom program “Hooterific” or “ Move It!”  
Hooterific: Students will learn about the unique adaptations an owl has to help it survive, about the their beak, feathers, and wings as they dress up a classmate. The students will meet one of the owl ambassadors through this program. Move It!: Animals slither, swim, jum, and fly in very interesting ways. Students will learn about local animals that call San Diego home. Through fun dance moves and up-close animal encounters, children will walk away knowing how to crawl like a tortoise and slither like a snake.

These presentations blend social-emotional learning concepts with Next Generation Science Standards to inspire empathy for wildlife in our youngest students. In-person Classroom Program – educators visit the classroom with a wildlife ambassador.

SPEAKER and SPEAKER’s representatives/assistants are required to sign-in/out in the school’s main office and be available before the event for any requested instruction, setup and/or meeting to properly understand DISTRICT’s requests, expectations, content, behavior and safety protocols. Before the event the SPEAKER will provide the DISTRICT an outline of the event. The date of the event is to be determined.

### **3. Compensation:**

Presentations are \$350.00 for first program (travel fees may apply); \$280 each additional program; same day, same site. Maximum 40 students per program. The District is not responsible for any additional expenses.

### **4. Indemnification and Hold Harmless:**

SPEAKER shall defend, indemnify, and hold harmless the DISTRICT, its Board of Trustees, officers, and employees from and against any and all loss, expense, damage, claim, demand, judgment, fine, charge, lien, liability, action, cause of action or proceedings of any kind whatsoever (whether arising on account of damage to or loss of property, or personal injury, emotional distress, or death) arising directly in connection with the performance or activities of the SPEAKER hereunder, whether the same arises before or after completion of or expiration of this Agreement, except for damage, loss, or injury resulting from the DISTRICT’s negligence or misconduct.

### **5. School Safety Certification Forms – Refer to Exhibit A**

### **6. Release of Liability Waiver – Refer to Exhibit B**



7. Insurance – Refer to Exhibit C for insurance coverage information.

8. Termination:

This contract may be terminated at no cost to either party upon 10 days advance written notice prior to the date of event stated in Section 2, above.

9. Other:

SPEAKER is an independent contractor and will pay all applicable state, local and federal taxes associated with this agreement. This Agreement is the complete and exclusive understanding of the parties and may only be modified in writing with the agreement of both parties.

This Agreement shall be governed by the laws of the State of California. Any dispute arising hereunder shall be resolved exclusively in the courts of the State of California located in San Diego, California.

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.

LIVING COAST DISCOVERY CENTER  
GUEST SPEAKER

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

SAN YSIDRO SCHOOL DISTRICT

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Marilyn Adrianzen, Chief Business Official  
4350 Otay Mesa Road, San Ysidro, CA 92173  
(619) 428-4476

Board approved: \_\_\_\_\_

SYSD CONTACT PERSONS:

Erika Meza  
Principal, Ocean View Hills School  
(619) 428-4476 ext. 3899  
[Erika.meza@sysdschools.org](mailto:Erika.meza@sysdschools.org)

Maggy Portillo  
TK Teacher  
(619) 428-4476 ext. 3800  
[Maggy.portillo@sysdschools.org](mailto:Maggy.portillo@sysdschools.org)

Elizabeth Moreno  
Administrative Assistant  
[Elizabeth.moreno@sysdschools.org](mailto:Elizabeth.moreno@sysdschools.org)

## SCHOOL SAFETY CERTIFICATION FORM

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

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

\_\_\_\_\_ (Initial) As required under Education Code Section 45125.1, subdivision (a), SPEAKER shall require their employees and/or agents and students, 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 SPEAKER employees, agents or other have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1.

\_\_\_\_\_ (Initial) SPEAKER shall not permit any employee, agent or other 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) SPEAKER 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) SPEAKER 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 SPEAKER's failure to comply with all of the requirements contained in Education Code Section 45125.1, including, but not limited to, the requirements prohibiting SPEAKER from using employees, agents or other 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) SPEAKER's individuals/employees and/or others 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 SPEAKER's employees/individuals and/or others 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 SPEAKER's employees-individuals and/or others performing services under this agreement are clear of tuberculosis (TB) as defined on Education Code Section 49406 and Assembly Bill 1667.

Company/Organization Name: \_\_\_\_\_

Name/Title of Authorized Representative (Print): \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**SAN YSIDRO SCHOOL DISTRICT  
INDIVIDUAL RELEASE, WAIVER OF LIABILITY  
AND  
INDEMNITY AGREEMENT**

**EXHIBIT B**

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:

\_\_\_\_\_*(initials)* 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 negligence or misconduct of District.

\_\_\_\_\_*(initials)* 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, 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 negligence or misconduct of District.

\_\_\_\_\_*(initials)* 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.

\_\_\_\_\_*(initials)* 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.

\_\_\_\_\_*(initials)* 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/Mobile: (        ) \_\_\_\_\_

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**

## EXHIBIT C

### INSURANCE:

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

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

#### MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be **\$2,000,000** the required occurrence limit.

#### ☒ **Additional Insured Endorsement**

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. **Improper Sexual Conduct:** SAM coverage is required on all contracts with outside entities that involves potential contact and interaction with minors or persons in an incapacitated state. Minimum coverage of \$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 and listed under General Liability with no exclusion endorsement.
4. **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

#### ☒ **WC waiver of subrogation endorsement in favor of San Ysidro School District.**

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

#### Additional Insured Status

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

#### Primary Coverage

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

#### Notice of Cancellation

The Provider shall file, with the District, Certificates of Insurance indicating a thirty-day (30) cancellation notice and naming the **SAN YSIDRO SCHOOL DISTRICT** as an **additional insured with supporting endorsements attached**.

#### Waiver of Subrogation

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

#### Deductibles and Self-Insured Retentions

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

#### Acceptability of Insurers

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

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

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

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

#### Verification of Coverage

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

# SAN YSIDRO SCHOOL DISTRICT

## GOVERNING BOARD AGENDA

**TO:** Governing Board

**BOARD MEETING DATE:** May 22, 2025

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

**FROM:**  
Educational Services  
Manuel Bojorquez, Assistant  
Superintendent

☐ Informational  
☒ Action

**AGENDA ITEM:** AGREEMENT WITH SCHOOLSTATUS, INC.

---

### BACKGROUND INFORMATION:

SchoolStatus, Inc. was founded to improve student outcomes by using data to drive school communication and increase family engagement. SchoolStatus acquired and merged multiple products to create a solution that is unique in the education market, including School Innovations & Advocacy, Inc.

The SARC Service from SchoolStatus, Inc. includes preparation of the annual School Accountability Report Card (SARC) for our District to utilize with members of the public and the community during the 2025-26 school year. The district will be provided with one hard copy of the SARC for each school site and an Adobe Acrobat Reader PDF file.

The term of this agreement is July 1, 2025, through June 30, 2026.

### RECOMMENDATION:

Approve the agreement with SchoolStatus, Inc. to prepare the School Accountability Report Cards (SARC) during the 2025-26 school year at a total cost of \$8,300.00 from the General fund.

---

### LCAP GOAL AND ACTION/SERVICE:

Goal 3: Parent Engagement ~ Action 3.4: Improve communication between home and school, enhance websites, provide updates on student progress, and notify parents about district and school events. Ensure access to families with language support.

☐ Renewal ☒ New ☐ Amendment ☐ Ratify ☐ Other

Financial Implications?

☒ Yes ☐ No

Are funds for this item available in the 2025-2026 Budget?

☒ Yes ☐ No

Requisition #

\$8,300.00

(Amount)

General Fund

(Name of funding source and/or location)

---

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

**Customer Contact:** Marilyn Adrianzen  
**Title:** Chief Financial Officer  
**Email:** marilyn.adrianzen@sysdschools.org  
**Phone:** 6194284476

**Prepared Date:** 4/11/2025  
**Prepared By:** Sybil Pearson  
**Contract Term:** 12  
**Start Date:** 7/1/2025  
**Contract End Date:** 6/30/2026

**Ship To:** San Ysidro Elementary School District  
**Address:** 4350 Otay Mesa Rd  
**City:** San Ysidro  
**State/Province:** California  
**Zip Code:** 92173-1685  
**Country:** United States

**Bill To:** San Ysidro Elementary School District  
**Bill To Address:** 4350 Otay Mesa Rd  
**Bill To City:** San Ysidro  
**Bill To State/Province:** California  
**Bill To Zip Code:** 92173  
**Bill To Country:** United States

Products & Services	Quantity	Unit Price	Description	Total
SARC 7/1/2025 - 6/30/2026	1		The SARC service includes preparation of the annual School Accountability Report Card for districts to utilize with members of the public and the community. The district is provided with one (1) hard copy of the SARC for each school site and an Adobe Acrobat Reader PDF file.	\$8,300.00
Subtotal				\$8,300.00
Total				\$8,300.00

**Term (Months)**



Subscription Term	Autorenewal Term
12	

<u>Annual Payments</u>	<u>Year 1</u> <u>7/1/2025</u>
Annual Payments	\$8,300.00

The initial term of this Agreement (the "Initial Term") shall be the number of months listed in the above table and, if Auto-Renewal Term is indicated in the above table, the Agreement shall automatically renew for successive terms for the number of years indicated in the table (each a "Successive Term" and together with the Initial Term, the "Term") unless either Party provides written notice at least 60 days prior to the end of such Initial or Successive Term or this Agreement is terminated sooner pursuant to Termination section of the Master Services Agreement that governs this Order Form.

#### **Additional Payment Terms**

For SchoolStatus Attend, there is an additional \$2,500 SIS change fee if Customer changes SIS during the Subscription/ Order Term. The fee will be due upon SchoolStatus commencing with the implementation of the new SIS.

For SchoolNow, SchoolNow Customers pay both a one-time configuration fee and for the annual subscription cost for the license of the Software and access to SchoolStatus's application server ("Service Fee"). SchoolStatus will invoice Customer for the initial implementation fee upon execution of the Order Form, and will invoice for Service Fees pursuant to the effective date of the Order Form that articulates the Service Fees. By signing this Order Form, Customer acknowledges that delays by Customer to provide content and/or information to SchoolStatus shall not be cause for institution of the Service Fees as designed herein. SchoolStatus reserves the right to change pricing based on additional features or excessive utilization of the software resources. Upon SchoolStatus providing project-related parties and/or Customer access to the Software and SchoolStatus's application server ( the "Product"), shall constitute Customer accepting the Product as delivered.

This Order Form and the pricing contained herein are valid for 60 days from the quote created date above. All payments are to be remitted to SchoolStatus, LLC at P.O. Box 771470 St. Louis, MO 63177-9816.

By signing below, you agree to our [Master Services Agreement](#), the [Data Processing Addendum](#), the Terms and Conditions below your signature, and (d) the terms of this Order Form ("Agreement"), which together constitute the entirety of our Agreement with your organization, unless (i) Customer has a currently-effective, existing MSA and/or DPA executed by SchoolStatus, in which case such existing MSA will govern rather than (a) and/or such existing DPA will govern rather than (b); or (ii) otherwise set forth herein.

#### **Terms and Conditions**

I. General. All fees shall be paid according to the Payment Schedule and Payment Terms. In case of a conflict between this Order Form and the MSA, this Order Form shall prevail. This Order Form is not an invoice. Invoices will be sent to the billing contact set forth above based on the applicable payment schedule.

II. Service-Specific Terms. Based on Customer's Subscribed Services as indicated under Products & Services in the first table on page one of this Order Form ("Subscribed Services"), additional terms and conditions apply as provided in the following subsection.

A. ☐ For Attend and SchoolNow, the additional terms at <https://www.schoolstatus.com/attend-terms-and-conditions> also govern the Agreement.



800 Woodlands Parkway, Suite 107  
Ridgeland, MS 39157

# Client Order

Quote Number:  
Quote Expiration Date:

xx Please check this box if a PO is required to complete this transaction.

Yes, I have read and agree to the Agreement.

**Account Name:** San Ysidro School District

**Authorized Representative:** Marilyn Adrianzen

**Title:** Chief Business Official

**Signature:**

**Date:**

Board approved:

Please contact your account representative with any questions. Thank you, and we look forward to our partnership!

**PRICE QUOTE FOR SERVICES**

**ANNUAL FEE**

ANNUAL SARC	# of Sites	Cost Per Site	Total Cost to District
SARC (English)	7	635	\$4,445
Spanish Translation	7	555	\$3,885
Total			\$8,300*
*Annual fee rounded to nearest \$100			

## Certificate Of Completion

Envelope Id: 01996BF2-9BDB-44D0-AD07-F391CAFE776E

Status: Sent

Subject: Updated: SARC Agreement from SI&A for San Ysidro Elementary School District-Please Review and Sign

Source Envelope:

Document Pages: 5

Signatures: 0

Envelope Originator:

Certificate Pages: 1

Initials: 0

Devin Mariana

AutoNav: Enabled

6222 U S Highway 98 FL 2

Envelopeld Stamping: Enabled

Hattiesburg, MS 39404

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

devin.mariana@schoolstatus.com

IP Address: 155.226.129.251

## Record Tracking

Status: Original

Holder: Devin Mariana

Location: DocuSign

4/11/2025 1:37:28 PM

devin.mariana@schoolstatus.com

## Signer Events

## Signature

## Timestamp

Marilyn Adrianzen

Sent: 4/11/2025 1:38:52 PM

marilyn.adrianzen@sysdschools.org

Security Level: Email, Account Authentication  
(None)

## Electronic Record and Signature Disclosure:

Not Offered via Docusign

## In Person Signer Events

## Signature

## Timestamp

## Editor Delivery Events

## Status

## Timestamp

## Agent Delivery Events

## Status

## Timestamp

## Intermediary Delivery Events

## Status

## Timestamp

## Certified Delivery Events

## Status

## Timestamp

## Carbon Copy Events

## Status

## Timestamp

Caitlin Block

**COPIED**

Sent: 4/11/2025 1:38:52 PM

sarcteam@schoolstatus.com

Viewed: 4/11/2025 1:48:57 PM

Security Level: Email, Account Authentication  
(None)

## Electronic Record and Signature Disclosure:

Not Offered via Docusign

Sybil Pearson

**COPIED**

Sent: 4/11/2025 1:38:53 PM

sybil.pearson@schoolstatus.com

Security Level: Email, Account Authentication  
(None)

## Electronic Record and Signature Disclosure:

Not Offered via Docusign

## Witness Events

## Signature

## Timestamp

## Notary Events

## Signature

## Timestamp

## Envelope Summary Events

## Status

## Timestamps

Envelope Sent

Hashed/Encrypted

4/11/2025 1:38:53 PM

## Payment Events

## Status

## Timestamps

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** May 22, 2025

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

**FROM:**  
Educational Services  
Manuel Bojorquez, Assistant  
Superintendent

☐ Informational  
☒ Action

**AGENDA ITEM:** AGREEMENT WITH THE SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS: LEARNING AND LEADERSHIP DIVISION

---

**BACKGROUND INFORMATION:**

This agreement is between our District and the San Diego County Superintendent of Schools' Learning and Leadership Division. Its purpose is to support teachers in identifying high-quality tasks, increase collaborative learning environments in classrooms, and collaborate with teachers across and within sites on what middle school math classroom experiences should be for all students.

The scope of work includes the County designing and facilitating five and a half (5.5) days of professional learning centered around increasing teacher knowledge of high-quality tasks and collaborative classroom environments to improve engagement, problem-solving skills, and discourse in San Ysidro middle school classrooms.

This agreement is for one year, beginning July 1, 2025, and ending June 30, 2026.

**RECOMMENDATION:**

Approve the agreement with San Diego County Superintendent of Schools: Learning and Leadership Division to provide math professional learning services to middle school teachers during the 2025-26 school year for \$8,402.00 from the Title II fund.

---

**LCAP GOAL AND ACTION/SERVICE:**

Goal 1: Student Achievement – Action 1.10: In response to feedback from educational partners and a review of data, teachers and administrators will have the opportunity to participate in ongoing PD and Coaching to support the improved implementation of integrated and designated ELD, ELA, and Math instructional strategies to address the needs of ELs, students with disabilities, and unduplicated students.

---

☐ Renewal    ☒ New    ☐ Amendment    ☐ Ratify    ☐ Other

Financial Implications?

☒ Yes    ☐ No

Are funds for this item available in the 2025-2026 Budget?

☒ Yes    ☐ No

Requisition #

**\$8,402.00**

(Amount)

**Title II Fund**

(Name of funding source and/or location)

---

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

**SERVICES AGREEMENT  
BETWEEN  
SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS  
LEARNING AND LEADERSHIP DIVISION  
AND  
SAN YSIDRO SCHOOL DISTRICT**

This Agreement is made and entered into by the SAN YSIDRO SCHOOL DISTRICT, hereinafter referred to as **SYSD**, and San Diego County Superintendent of Schools: Learning and Leadership Division, hereinafter referred to as **COUNTY**.

**I. PURPOSE & SCOPE**

The overarching professional learning goals led by **COUNTY** will be:

Purpose: To support teachers in looking at high quality tasks, increase collaborative learning environments in classrooms, and collaborate with teachers across and within sites on what middle school math classroom experiences should be for all students in the San Ysidro School District.

- Teachers will work to incorporate high quality tasks into current scope and sequence for middle school math courses (grades 7-8).
- Teachers will observe lesson(s), utilizing the high quality tasks, and reflect on how instructional shifts outlined in the CA Mathematics Framework (2023) and the SYSD Mathematics Vision for Middle School (developed as part of the 24-25 SY professional learning) were reflected in the lesson.
- Teachers will design assessments and scoring rubrics that incorporate high quality tasks and align them to their scope and sequence.
- Administrators will engage in learning walks to better understand some of the instructional shifts in mathematics teaching as outlined in the CA Mathematics Framework (2023).

**SCOPE OF WORK**

Design and facilitate five and a half (5.5) days of professional learning centered around increasing teacher knowledge of high-quality tasks and collaborative classroom environments to improve engagement, problem solving skills, and discourse in San Ysidro middle school classrooms.

The locations of the professional learning will be in-person unless it is considered unsafe and acceptable by both **SYSD** and **COUNTY** to be virtual. The in-person location will be at a SYSD location.

**II. SYSD RESPONSIBILITIES UNDER THIS MOU**

- **SYSD leaders commit** to identifying mutually agreed upon date and time for professional learning.
- **SYSD leaders commit** to communicate with teachers for the purposes of date and time of the professional learning and coaching by SDCOE.
- **SYSD leaders commit** to provide the facility for the professional learning.

**III. COUNTY RESPONSIBILITIES UNDER THIS MOU**

**COUNTY** agrees to undertake the following activities:

- Identify mutually agreed upon date and time for professional learning.
- Design and facilitate professional learning as outlined in the scope of work.

**IV. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:**

**1. Contract Terms and Conditions**

- A. The Term of Contract shall be for the 2025-2026 school year, beginning July 1, 2025 and ending June 30, 2026.
- B. **SYSD** agrees to pay **COUNTY** the amount due for services provided to **SYSD** under the terms of this Agreement, within 30 days of receipt of invoice.
  - i. Payment
    - 1. The total contract due within 30 days of receipt of invoice.
- C. The total Contract cost will not exceed \$8,402
- D. Fees contracted shall include:
  - i. Planning and delivery of professional development
  - ii. Consultation and support
  - iii. Mileage
- E. This agreement may be cancelled prior to June 30, 2026 upon mutual written agreement **SYSD** and **COUNTY**. In the event of cancellation of this Agreement, payment of fees for services provided will be immediately due to payable to **COUNTY**.
- F. This is a joint venture. The parties understand that each of the parties and its employees, agents, officers, and associates are an independent contractor and not an employee, agent officer, or associate of the other party. Funds will be used for administrative costs. Neither party will provide fringe benefits, including health insurance, holidays, paid vacation, workers compensation or any other employee benefit, for the benefit of the other party of its employees, agents, officers, and associates.
- G. Each party hereby agrees to indemnify, defend and hold the other party, including its officers, agents and employees, harmless from any claim, demand, loss, claim, or damage (including attorney fees) to the indemnified party, or to other persons or property arising out of this Agreement, or the services to be performed hereunder to the extent that the claim or damage is caused by the indemnifying party's breach of any obligation contained in this Agreement or the intentional or negligent act of the indemnifying party or its officers, agents, and/or employees. This indemnity shall survive termination of this Agreement.



#### TOBACCO-FREE FACILITY

SDCSS is a tobacco-free facility. Tobacco use (smoked or smokeless) is prohibited at all times on all areas of SDCSS property

#### GOVERNING LAW/VENUE SAN DIEGO

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.

#### FINAL APPROVAL

This Agreement is of no force or effect until approved by signature by the San Diego County Superintendent of Schools or designee, the Assistant Superintendent of Business Services.

#### ENTIRE AGREEMENT

This Agreement represents the entire Agreement and understanding of the parties hereto and no prior writings, conversations or representation 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.

[SIGNATURE PAGE FOLLOWS]

## CONTACT INFORMATION

SDCOE Contact:  
Cara Hetrick  
Math Coordinator, Curriculum & Instruction  
San Diego County of Education  
Telephone: 858-292- 3536  
Email: [cara.hetrick@sdcoe.net](mailto:cara.hetrick@sdcoe.net)

SYSD Contact:  
Luis Ramos  
Director of Educational Services  
San Ysidro School District  
Telephone: 619-428-4476 Ext. 3071  
Email: [Luis.ramos@sysdschools.org](mailto:Luis.ramos@sysdschools.org)

## V. EFFECTIVE DATE AND SIGNATURE

This Agreement shall be in force from July 1, 2025 to June 30, 2026. IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

**San Diego County Superintendent of Schools**

**San Ysidro School District**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Administrator's Signature**

Michael Simonson  
Deputy Superintendent,  
CBO  
Business Services Division

Marilyn Adrianzen  
Chief Business Official  
Business Services Division

\_\_\_\_\_  
**Name/Title**

\_\_\_\_\_  
**Name/Title**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

Board approved: \_\_\_\_\_

# SAN YSIDRO SCHOOL DISTRICT

## GOVERNING BOARD AGENDA

**TO:** Governing Board

**BOARD MEETING DATE:** May 22, 2025

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

**FROM:**  
Educational Services  
Manuel Bojorquez, Assistant  
Superintendent

☐ Informational  
☒ Action

**AGENDA ITEM:** AGREEMENT WITH SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS FOR THE LIBRARY MEDIA SERVICES SUBSCRIPTION

---

### BACKGROUND INFORMATION:

The Librarian of Record (LOR) service ensures compliance with California Education Code and provides access to SDCOE's teacher librarian, library resources, selected professional learning, and customized consulting.

The San Diego County Office of Educations Schools Librarian will serve as the "Librarian of Record" as stipulated in the California Education Code, sections 18100 – 18103, 18176, and 44868. SDCOE makes it easy to connect districts or charter schools with a credentialed librarian as required by state law. Whether it is reading, research, or technology, a certificated librarian is the key to transforming the library media center into the hub of any learning community.

For Librarian of Record services and Board of Education approved book lists, the district will pay the County the rate of \$0.51 per CDE reported student enrollment of 4,205 x 0.51 = \$2,144.55.

The term of this agreement is from July 1, 2025, through June 30, 2026.

### RECOMMENDATION:

Approve the agreement with San Diego County Superintendent of Schools for the Library Media Services Subscription during the 2025-26 school year at the total cost of \$2,144.55 from the General fund.

---

### LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement - Improve student achievement for all students and accelerate student learning increases for English Learners and students with disabilities.

☐ Renewal    ☒ New    ☐ Amendment    ☐ Ratify    ☐ Other

Financial Implications?

Are funds for this item available in the 2025-2026 Budget?

Requisition #

☒ Yes

☐ No

☒ Yes

☐ No

\$2,144.55

(Amount)

General Fund

(Name of funding source and/or location)

---

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

## **San Diego County Superintendent of Schools Agreement for Library Media Services Subscriptions**

The Governing Board of the San Ysidro School District, hereinafter called the "District," and the San Diego County Superintendent of Schools, hereinafter called the "County," agree as follows:

### **COUNTY SERVICES**

1. The San Diego County Office of Education will serve as the "Librarian of Record" as stipulated in the California Education Code, sections 18100 - 18103, 18176, and 44868.

### **DISTRICT COSTS, PAYMENT AND RESPONSIBILITIES**

**(2023-24 student enrollment reported by Dataquest, CDE = 4,205)**

1. For Librarian of Record, the District will pay to the County the rate of \$0.51 per CDE reported student enrollment  $4,205 \times \$0.51 = \$2,144.55$ .

For Librarian of Record, the District will pay to the County the total amount of \$2,144.55. The transfer of funds to the County School Service Fund will take place via Auditor Transfer in January of this fiscal year.

### **PERIOD OF AGREEMENT – INCEPTION AND TERMINATION DATES**

This agreement is in effect July 1, 2025, through June 30, 2026.

### **RENEWAL TERMS**

District and County will review this contract annually.

### **COUNTY AND DISTRICT CONTACT INFORMATION**

#### **County Representative**

Jonathan Hunt  
Coordinator  
San Diego County Office of Education  
Library Media Services  
6401 Linda Vista Road 321 South  
San Diego, CA 92111  
858 298-2025  
[jonathan.hunt@sdcoe.net](mailto:jonathan.hunt@sdcoe.net)

**District Contact for Communication**

Name: Manuel Bojorquez  
Title: Assistant Superintendent  
Location: Educational Services  
Address: 4350 Otay Mesa Road  
City/State/Zip: San Ysidro, CA 92173  
Phone: (619)428-4476  
Email: manuel.bojorquez@sysdschools.org

**HOLD HARMLESS**

Contractor shall defend, indemnify and hold the County, its officials, officers, employees, agents and volunteers free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, volunteers, Contractors and contractors arising out of or in connection with the performance of the Services or this Agreement, including without limitation the payment of all attorney fees and other related costs and expenses. Contractor shall reimburse County and its directors, officials, officers, employees, agents and volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the County, its directors, officials, officers, employees and agents. The Contractor's duty to defend, indemnify, and hold the County harmless shall not apply to the extent a claim is due to the negligence or willful misconduct of the County.

**FINAL APPROVAL**

This Agreement is of no force or effect until approved by signature by the San Diego County Superintendent of Schools or his designee, the Assistant Superintendent of Business Services.

**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**

By \_\_\_\_\_  
(Authorized Signature)

Michael Simonson

Name

Deputy Superintendent, Chief Business Officer  
Title

\_\_\_\_\_  
Date

**SAN YSIDRO SCHOOL DISTRICT**

By \_\_\_\_\_  
(Authorized Signature)

Marilyn Adrianzen

Name (printed)

Chief Business Official  
Title

\_\_\_\_\_  
Date

marilyn.adrianzen@sysdschools.org  
Email

Board approved: \_\_\_\_\_

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** May 22, 2025

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

**FROM:**  
Business Services  
Marilyn Adrianzen, Chief Business Official

☐ Informational  
☒ Action

**AGENDA ITEM:** AGREEMENT WITH SIGNA DIGITAL SOLUTIONS FOR COPIERS AND  
PRINTERS – EXHIBIT G

---

**BACKGROUND INFORMATION:**

On December 12, 2023, the Governing Board approved to award RFP No. 23/24-001 and a 5-year agreement with Signa Digital Solutions for district-wide copiers and printers.

Exhibit G is for additional services for an electrician to replace electrical outlets for the installation of new equipment/devices at San Ysidro Middle School.

**RECOMMENDATION:**

Approve/Ratify Exhibit G of the Professional Services Agreement with Signa Digital Solutions for electrical installation of a copier at San Ysidro Middle School. The estimated cost of Exhibit G is \$350.00 to be paid from the General fund.

---

**LCAP GOAL AND ACTION/SERVICE (please indicate):**

Goal No.: Base Services and Safety

2.1 Maintain basic operating services of the district including MOT personnel, transportation, contracted services, and utilities.

☐ Renewal    ☒ New    ☐ Amendment    ☐ Ratify    ☐ Other

Financial Implications?

☒ Yes    ☐ No

Are funds for this item available in the 2024-2025 Budget?

☒ Yes    ☐ No

Requisition #

\$350.00

(Amount)

General Fund

(Name of funding source and/or location)

---

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

## Exhibit G to PROFESSIONAL SERVICES AGREEMENT

This Exhibit is effective this 14th day of April, 2025 by and between the San Ysidro School District, hereinafter called the "District", and

**Signa Digital Solutions**

**(858) 467-7979**

\_\_\_\_\_  
Company/Contractor

\_\_\_\_\_  
Telephone Number

**8902 Activity Road, Suite B, San Diego, CA 92126**

**www.gosigna.com**

\_\_\_\_\_  
Address

\_\_\_\_\_  
Website

### 1 SCOPE OF SERVICES

In compliance with all terms and conditions of the Professional Services Agreement dated December 13, 2023, the Contractor shall provide the services specified in that agreement including those specific herein.

Additional services are required for the installation of the equipment/devices mentioned on Exhibit F. Electrical outlet replacements for some equipment may be needed as outlined in the attached quote. The estimate cost is \$350.00.

### CONTRACTOR

### DISTRICT

\_\_\_\_\_  
Firm Name

**San Ysidro School District**

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name, Title

**Marilyn Adrianzen, Chief Business Official**

\_\_\_\_\_  
Print Name, Title

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Date

**Board Approved/Ratified: 05-15-25**





## Equipment Delivery

Date	4/16/2025
Buyer	
P.O. #	
Sales Rep	Sonja Cowan

### DELIVERY INFORMATION

Company Name:	San Ysidro Middle School	Contact:	Araceli Felix
Address:	4345 Otay Mesa Rd	Department:	
City:	San Ysidro	Suite:	
State:	CA	Phone #:	(619) 428-4476
Zip Code:	92173	E-Mail:	araceli.felix@syzdschools.org
Time Needed:	12:00:00 AM	Date Needed:	4/18/2024
		Type:	

Model #	Product Number	Manufacturer Number	Serial #	Meter	ID #	Connect to Network
imageRUNNER ADVAN	4946C003AA	imageRUNNER ADVANCE	DX 8986i			
imageRUNNER ADVAN	4950C001AA	imageRUNNER ADVANCE	DX 8986i Speed License <4>			
imageRUNNER ADVAN	0126C001AA		2/3 Hole Puncher Unit-A1 <9>			
imageRUNNER ADVAN	3235C001BA		Staple Finisher-AC1 <1><8><10>			

### Equipment Pickup

Make	Model	Serial #	Meter			
n/a						

### Instructions:

### OTHER INSTRUCTIONS:

Entrance To Use: 0		Power Verified: Y	
Stairs:* N		Space Verified: Y	
Elevator: N			

OTHER: **No pickup**

We hereby acknowledge that all the equipment listed below has been delivered to and has been received by us; that all installation or other work necessary prior to the use thereof has been completed; that the equipment has been examined and is in all respects satisfactory to us; and that the equipment is accepted for all purposes.

Customer Signature: REFER TO EXHIBIT G FOR SIGNATURE

Customer Name:

Date:

Authorized By:



Signa Digital Solutions  
8902 Activity Road Suite B  
San Diego , CA 92126

## Equipment Delivery

Date	4/16/2025
Buyer	
P.O. #	
Sales Rep	Sonja Cowan

### DELIVERY INFORMATION

Company Name:	Sunset Elementary	Contact:	Araceli Felix
Address:	3825 Sunset Lane	Department:	
City:	San Ysidro	Suite:	
State:	CA	Phone #:	(619) 428-4476
Zip Code:	92173	E-Mail:	araceli.felix@syzdschools.org
Time Needed:	12:00:00 AM	Date Needed:	4/18/2024
		Type:	

Model #	Product Number	Manufacturer Number	Serial #	Meter	ID #	Connect to Network
imageRUNNER ADVAN	4946C003AA	imageRUNNER ADVANCE	DX 8986i			
imageRUNNER ADVAN	4950C001AA	imageRUNNER ADVANCE	DX 8986i Speed License <4>			
imageRUNNER ADVAN	0126C001AA	2/3 Hole Puncher Unit-A1	<9>			
imageRUNNER ADVAN	3235C001BA	Staple Finisher-AC1	<1><8><10>			

### Equipment Pickup

Make	Model	Serial #	Meter			
n/a						

### Instructions:

### OTHER INSTRUCTIONS:

Entrance To Use:	0	Power Verified:	Y
Stairs:*	N	Space Verified:	Y
Elevator:	N		

OTHER: **No pickup**

We hereby acknowledge that all the equipment listed below has been delivered to and has been received by us; that all installation or other work necessary prior to the use thereof has been completed; that the equipment has been examined and is in all respects satisfactory to us; and that the equipment is accepted for all purposes.

Customer Signature: REFER TO EXHIBIT G FOR SIGNATURE

Customer Name:

Date:

Authorized By:

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** May 22, 2025

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

**FROM:**  
Gina Potter, Ed.D.,  
Superintendent

☐ Informational  
☒ Action

**AGENDA ITEM:** FACILITIES USE AGREEMENT WITH SOUTHWESTERN COMMUNITY COLLEGE

---

**BACKGROUND INFORMATION:**

The San Ysidro School District (SYSD), in ongoing partnership with Southwestern College, offers parents the opportunity to participate in continuing education programs, such as English as a Second Language (ESL) classes. Southwestern College will provide an instructor to lead the classes, while the District will provide the classroom space. Both parties agree to meet as needed to support and sustain this collaboration, ensuring participating families benefit from valuable educational opportunities.

The Facilities Use Agreement term is from July 1, 2025, to June 30, 2026. These classes will be offered at the Parent Resource Center located at the District Office at no cost to the District and Southwestern Community College.

**RECOMMENDATION:**

Approve the Facilities Use Agreement with Southwestern College to offer continuing education classes for parents during the 2025–2026 school year, at no cost to the District.

---

**LCAP GOAL AND ACTION/SERVICE (please indicate):**

☐ Renewal    ☒ New    ☐ Amendment    ☐ Ratify    ☐ Other

Financial Implications?

☐ Yes    ☒ No

Are funds for this item available in the 2025-2026 Budget?

☐ Yes    ☐ No

Requisition #

N/A

(Amount)

N/A

(Name of funding source and/or location)

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



## AGREEMENT BETWEEN Southwestern Community College District AND San Ysidro School District

### USE OF FACILITIES

Southwestern Community College District (hereafter referred to as the “District”) and San Ysidro School District (hereafter referred to as “Facility”) hereby enter into this Agreement for Use of Facilities and agree as follows:

1. **Name and Address of Facilities:**

- San Ysidro Elementary School District – Parent Resource Center  
4350 Otay Mesa Road, San Ysidro, CA 92173

2. **Facility:**

- Will provide the above-referenced facilities to District to use for purposes of offering Continuing Education classes/program(s) to adults.
- Will make facilities available on a semester-to-semester basis as agreed upon by both parties.
- Will not charge the District rent for use of these facilities.
- Will not be responsible for any items left in the Facilities. Facilities are not to be used for storage of any District materials/equipment or other items.

3. **District:**

- Will use the facilities for instructional purposes only.
- Will not sublet or assign use of the facilities to any third party.
- Access will be allowed only to the areas that have been authorized by this agreement.
- Is responsible for persons participating in the Continuing Education classes/program(s). Will provide a class schedule and plan ahead with the Facility designated representative.
  - See Exhibit A for class schedule(s).
- Accepts the present condition of the facilities as “good” and agrees no alterations of a permanent nature will be made to the facilities.
- Will upon termination of this Agreement, surrender the facilities in good condition, as defined above.
- Will not use Facilities for storage of any District materials/equipment or other items if facility will be used during Facility’s school hours a School Safety Certification Form is required. (Attached)

4. **Term of Agreement:** The period covered by this Agreement begins July 1, 2025 and terminates June 30, 2026. The agreement can be extended by mutual written agreement on a year-to-year basis (July-June).

5. **Contact Persons:**

**Southwestern Community College District**

Crystal Robinson  
Director of Continuing Education  
619-216-6631  
[crobinson@swccd.edu](mailto:crobinson@swccd.edu)

**San Ysidro School District**

Cristina Inzunza  
Coordinator, PR & Community Services  
619-428-4476 ext. 3033  
[cristina.inzunza@sysdschools.org](mailto:cristina.inzunza@sysdschools.org)

6. **Insurance:** District agrees to take out and keep in force during the term of this agreement at District’s expense, insurance naming the San Ysidro School District as an additional insured against any liability to the public or damage to the property resulting from any accident occurring in or about the Facility in an amount of not less than One Million (\$1,000,000.00) Dollars per occurrence and Two million (\$2,000,000)

aggregate for bodily injury and property damage. If students are present during the use of facilities, Sexual Abuse/Molestation Insurance in an amount not less than One Million (\$1,000,000.00) Dollars per occurrence and Two million (\$2,000,000) aggregate A certificate of Liability insurance with endorsements shall be provided to the Facilities prior to District's use of the Facilities. All coverages must be included in the certificate.

7. **Indemnification:** This agreement is made on the express covenant and condition that SYSD/Facility is to be free from all liability to the extent caused by any act or omission of SWC/District, or its contractors, licenses, employees or agents, or to the extent arising from any injury or damage caused to any person or property occurring in or about the Facilities, including but not limited to any claim of liability for losses due to the theft or vandalism, water damage, however occurring, or any other such claim arising out of, or connected with, loss or damage to the business or property of District or any other property located on the Facility.

SWC/District shall indemnify and hold SYSD/Facility harmless from claims, legal proceedings, liabilities, costs, expenses, including attorney's fees and costs, to the extent caused by District's negligence use of the Facilities.

8. **Termination:** Either party to this Agreement may terminate the Agreement with thirty (30) days written notice to the other party.

**DISTRICT: Southwestern Community College    FACILITY: San Ysidro School District**

By: \_\_\_\_\_  
Rosalinda Hernandez  
Director of Procurement, Central Services  
& Risk Management

By: \_\_\_\_\_  
Marilyn Adrianzen, CBO

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Board approved: \_\_\_\_\_

## EXHIBIT A

### FALL SCHEDULE - 2025

Course #	Sec #	Location	Total Hours	Start Date	End Date	Days	Start Time	End Time	Comments
NC 108	E1	S.Y. Elementary School District-Parent Resource Center	36	08/25/25	10/06/25	MW	09:00 AM	11:50 AM	No Class: 9/1
NC 109	E1	S.Y. Elementary School District-Parent Resource Center	36	10/14/25	12/02/25	TTh	12:00 PM	2:50 PM	No Class: 11/11, 11/25, 11/27
NC 110	E3	S.Y. Elementary School District-Parent Resource Center	36	10/20/25	12/03/25	MW	09:00 AM	11:50 AM	No Class: 11/24, 11/26

**San Ysidro School District**  
**SCHOOL SAFETY CERTIFICATION FORM**

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

The San Ysidro School District (District) has determined under Education Code Section 45125.1, subdivision (c) that in performing services under this contract, **Contractor/Consultant's employees and/or subconsultants/subcontractors may have potential contact with pupils, minors or persons in an incapacitated state.**

\_\_\_\_\_(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 certifies and agrees that services provided during the term of this agreement will be supervised by school certificated staff and/or a parent or legal guardian must be present during each contact with pupils (visit, treatment, evaluation, therapy, etc.)

\_\_\_\_\_(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 \_\_\_\_\_

REVISED 05-26-2



# SAN YSIDRO SCHOOL DISTRICT

## GOVERNING BOARD AGENDA

**TO:** Governing Board

**BOARD MEETING DATE:** May 22, 2025

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

**FROM:**  
Manuel Bojorquez,  
Asst. Superintendent Educational  
Leadership & Pupil Services

☐ Informational  
☒ Action

**AGENDA ITEM:** MEMORANDUM OF UNDERSTANDING WITH THE REGENTS OF THE UNIVERSITY OF CALIFORNIA FOR THE YOUTH VAPING ALTERNATIVE PROGRAM EDUCATION ("YVAPE")

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### BACKGROUND INFORMATION:

This Memorandum of Agreement (MOA) is made between the Regents of the University of California on behalf Youth Vaping Alternative Program Education ("YVAPE") and San Ysidro School District.

YVAPE is a free educational program with phone and video coaching support for students who have found with or under the influence of nicotine and/or marijuana at school. YVAPE is available to California Public Schools, students 12 years and older and is offered in English and Spanish. The Program will be offered to students at San Ysidro Middle and Vista Del Mar Middle Schools.

The Agreement term is 2024-2029.

### RECOMMENDATION:

Approve/Ratify the agreement with The Regents of the University of California San Diego to provide the Youth Vaping Alternative Program Education ("YVAPE") at no cost to the District.

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### LCAP GOAL AND ACTION/SERVICE:

Goal 2: Social, Culture, Climate, and Student Well-Being **2.5** Mental Health Support- We will hire additional staff to support social and emotional well-being through a multi-tiered system that provides universal social and emotional learning access.

---

☐ Renewal    ☒ New    ☐ Amendment    ☒ Ratify    ☐ Other

Financial Implications?

Are funds for this item available in the 2024-2025 Budget?

Requisition #

☐ Yes    ☒ No

☐ Yes    ☐ No

N/A

(Amount)

N/A

(Name of funding source and/or location)

---

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

## **Cooperation and Service Agreement/ Memorandum of Understanding (MOU)**

Tobacco, Vape, and Marijuana Educational Intervention with Free Coaching This is a Memorandum of Understanding (MOU) between San Ysidro School District ("Applicant Agency") and The Regents of the University of California; University of California, San Diego on behalf of Youth Vaping Alternative Program Education ("YVAPE"). YVAPE is operated by Kick It California at University of California San Diego Health and is funded by the California Department of Education (COE) via the Tobacco Use Prevention Education (TUPE) Capacity Building Project and the California Department of Public Health. Kick It California (formerly known as the California Smokers' Helpline) began in 1992; staffed with caring and trained professionals. YVAPE is a new program, but it is run by the same dedicated staff and it is provided at no cost to the Applicant Agency.

### **Purpose:**

The purpose of this MOU is to outline the mutual understandings between the two parties and ensure that both parties participate in efforts that work toward providing youth in Applicant Agency with access to tobacco, vape, and marijuana intervention services at all of Applicant Agency.

### **Program Goal:**

To ensure that all eligible youth (ages 12 and older) in Applicant Agency to have access to free tobacco, vape, and marijuana intervention services. YVAPE is a free coaching and educational program for students who have been using tobacco, vapes, and/or marijuana at school. YVAPE is available to California public schools with students 12 years and older who enroll students instead of alternative disciplinary action for tobacco, vape, and/or marijuana use. YVAPE is designed to provide a positive experience for the student and help them think through their substance use behavior.

### **Program Objectives:**

1. To increase enrollment of eligible children and youth into the available tobacco, vape, and marijuana intervention/cessation services.
2. To educate families on youth tobacco, vape, and marijuana use behavior.
3. To decrease suspensions by utilizing YVAPE in schools providing an alternative disciplinary action for tobacco, vape, or marijuana use at school.
4. To increase the opportunity for students within our schools to be educated about tobacco, vape, and marijuana use and/or tobacco and vape cessation.

### **Participation Commitments of Applicant Agency (please list):**

1. Designate a school liaison within the Administration team at each site to ensure successful implementation of outreach efforts and program objectives such as an Assistant Principal.
2. School liaison/Administrator is to sign up the student on YVAPE.org and ensure the student (ages 12 and older) and parent (of students 12-17-years old) has provided verbal consent for the student to enroll in the tobacco, vape, and/or marijuana educational intervention, YVAPE, and that they have been provided with the opt out form (i.e., passive consent).
3. Offer YVAPE to students (ages 12 and older) who have used tobacco, vapes, and/or marijuana at school.
3. Utilize the program by having administrators register students (with parent consent for 12-17-year-olds) for students who continue to use tobacco, vapes, and/or marijuana.
4. Assist in disseminating information to staff, parents, and teachers about the program (community).
5. Facilitate access to families who have youth that are using tobacco, vapes, and/or marijuana.

### **Participation Commitments of YVAPE (please list):**

1. Provide trained coaches to work with students who are signed up by administrators using the YVAPE.org website.
2. Provide a structure to assist with the navigation and utilization of free coaching services. YVAPE is designed to provide a positive experience for the student and help them think through their tobacco,

vaping, and/or marijuana use behavior.

3. What does the program look like?

Enrollment: The student is found using tobacco, vapes, and/or marijuana at school and chooses to participate in YVAPE after being offered the free tobacco, vape, and/or marijuana educational intervention. The student (ages 12 and older) and parent/guardian (of students 12-17 years old) will provide their verbal consent to the school for the student to be enrolled in YVAPE and will be provided with the opt out form (i.e., passive consent). The school enrolls the student in YVAPE via [www.yvape.org](http://www.yvape.org).

Initial Call: A YVAPE coach will call the student for their first session (~15-20 mins) where they will talk with the student about tobacco, vaping, and/or marijuana.

Videos and Discussion: The student will watch the YVAPE videos and is encouraged to discuss questions about the video topics (~15-30 mins) with their parent/guardian or YVAPE coach.

Follow-up Call: A YVAPE coach will call the student at the scheduled time for their follow-up session (~10-15 mins) where they will talk about the videos and discussion questions.

Completion: The school and parent/guardian (of students 12-17 years old) will be notified when the student completes the program, and the student will receive a certificate of completion.

4. Coordinate with school liaison to ensure successful implementation of outreach efforts, program objectives, and enrollment efforts as needed.
5. Report to school the enrollment results of the students assisted.
6. See Exhibit A & B for feedback from the community and for more information visit the YVAPE website [www.yvape.org](http://www.yvape.org) or email [yvape-support@health.ucsd.edu](mailto:yvape-support@health.ucsd.edu).

**Term:**

The term of the MOU shall become effective on July 1, 2024 with automatic renewal not to exceed June 30, 2029 unless earlier terminated. The Parties may mutually agree to extend this term by entering into a new agreement. . Either party may terminate this MOU without penalty immediately with cause or after thirty (30) calendar day's written notice without cause, unless otherwise specified. Notice shall be deemed served on the date of mailing. Cause shall be defined as any breach of this MOU, any misrepresentation, or fraud on the part of either party. Exercise by either party of the right to terminate this MOU shall relieve the other party of all further obligations.

**Miscellaneous:**

The Parties are independent contractors and nothing in this MOU or the performance of the Parties under this MOU will constitute (or be deemed to constitute in law or in equity) a partnership, agency, distributorship, fiduciary, employment or joint venture relationship between the Parties. The Parties are not affiliated and neither has any right or authority to bind the other in any way. Each Party represents, to the best of its knowledge, that such Party maintains insurance, including Improper Sexual Misconduct insurance with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate sufficient for the purpose of carrying out such Party's duties and obligations arising under this MOU. A Party will furnish the other evidence of such insurance upon written request. The Parties hereby agree that there are no third-party beneficiaries to this MTA.

**Indemnification:** Each party to this Agreement shall, to the extent permitted by law, indemnify, defend, and hold harmless the other party, its officers, agents, and/or employees from any and all liability claims and losses arising out of the performance of this Agreement, but only in proportion to and to the extent such liability claims and losses are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, employees and/or agents. Each party shall bear any liabilities or expenses arising in whole or in part from its performance in connection with this Agreement, except when such liabilities are caused by the other party's gross negligence or willful misconduct.

## Signatures

The responsibilities have been agreed to by the following authorized signatures:

### Applicant Agency:

San Ysidro School District

---

Marilyn Adrianzen, CBO

---

Date

Board approved: \_\_\_\_\_

SYSD Contact:

Manuel Bojorquez, Assistant Superintendent  
(619) 428-4476 x3027

[Manuel.bojorquez@sysdschools.org](mailto:Manuel.bojorquez@sysdschools.org)

### Community-Based Agency:

The Regents of the University of California, on  
behalf of its San Diego campus  
(YVAPE)

*Yunqi Tan*

---

Yunqi Tan, Senior Contract Officer

2025-05-02

---

Date

Read and Understood

*Shu-Hong Zhu*

---

Dr. Shu-Hong Zhu, Professor

2025-05-02

---

Date:



EXHIBIT A



Youth Vaping Alternative Program Education

California Department of Education • Kick It California at UC San Diego

Here is some feedback that we received from schools, parents, and students about their experience with YVAPE:

*Schools:*

- YVAPE allows for school administrators to maintain a positive relationship with students; it shows students that the school wants to help them.
- Appreciate the ease to enroll students and how quickly the process gets started.
- The program is fresh and not preachy.
- Parents and students are actually learning about vaping.

*Parents:*

- Like having a role in the process; feeling like they were part of the solution.
- Like having an alternative to traditional discipline that focuses more on education.
- Like the personal touch of the emails and counseling calls.

*Students:*

- Like that it was not a lecture, that they learned something, and that it helped them make the decision not to vape again.
- One student wrote a note to the Assistant Principal thanking him for the opportunity to be in YVAPE.
- Talking to the coaches is what students like most about YVAPE.

Further details about the program, including the videos and consent forms can be found on our website, [yvape.org](http://yvape.org). Please let me know if I can provide any further information or if you have questions.

Thank you,

Conley Peck  
YVAPE Project Team  
UC San Diego  
Moores Cancer Center  
[yvape-support@health.ucsd.edu](mailto:yvape-support@health.ucsd.edu)  
(858) 300-1023  
[www.yvape.org](http://www.yvape.org)

Nov 2024

## EXHIBIT B

• • •  
**YVAPE can help! *FREE* alternative to suspension program!**

Helping schools hold students accountable while supporting behavior change

**YVAPE** Youth Vaping Alternative Program Education

## HOW DOES YVAPE WORK?

### WHO WE ARE

YVAPE is a **FREE** educational intervention program with phone and video coaching support for students who have been found with or under the influence of nicotine and/or marijuana at school.

YVAPE is available to...

- » California public schools
- » Students 12 years and older
- » Offered in English and Spanish



#### REFER YOUR STUDENTS

Scan the QR CODE to access the secure web referral form or visit [yvape.org](http://yvape.org)

### CONTACT US

Web: [www.yvape.org](http://www.yvape.org)

Phone: 858.300.1023

Email: [yvape-support@health.ucsd.edu](mailto:yvape-support@health.ucsd.edu)

© 2024 YVAPE is operated by Kick It California at UC San Diego and is funded by the California Department of Education.



### ENROLLMENT

- » The student is found with or under the influence of nicotine and/or marijuana at school.
- » The student and parent/guardian (of students 12-17 years old) provide the school with verbal consent for participation.
- » The school enrolls the student in YVAPE via [yvape.org](http://yvape.org).



### PROGRAM

- » **Initial Call:** The first session (15-20 mins) covers nicotine and marijuana use.
- » **Videos and Discussion:** The student will watch at least three videos and will discuss questions (15-30 mins) with their parent/guardian, school staff, or YVAPE Coach.
- » **Follow-up Call:** The follow-up session (10-15 mins) covers changes in their substance use behavior, the videos, and discussion questions.
- » **Optional Check-in Call:** Extra coaching session to provide support to the student at their request.



### BENEFITS

- » Easy online enrollment system
- » Flexible, can be utilized during or outside of school hours
- » Students' chances of quitting nicotine and marijuana improve
- » Ability to check student progress

# SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

**TO:** Governing Board

**BOARD MEETING DATE:** May 22, 2025

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

**FROM:**  
Educational Services  
Manuel Bojorquez, Assistant  
Superintendent

☐ Informational  
☒ Action

**AGENDA ITEM:** AGREEMENT WITH THE SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS FOR THE OUTDOOR EDUCATION PROGRAM - 6<sup>TH</sup> GRADE CAMP

## 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.

Our Schools have selected Camp Cuyamaca, a San Diego County Superintendent of Schools sponsored camp for their sixth-grade camp for school year 2025-26. In entering this 3-year agreement, the District will receive a significant discount on the student fees/rates. 2025-26 is year 1 of 3 of this agreement.

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	# Students	# Of Days	Year 25-26	Rate	Estimated Cost
La Mirada	60	5	1 of 3	\$331.12	\$19,867.20*
Smythe	80	5	1 of 3	\$325.92	\$26,073.60*
Sunset	70	5	1 of 3	\$327.12	\$22,898.40*
Vista Del Mar	120	5	1 of 3	\$349.44	\$41,932.80*
Willow	90	5	1 of 3	\$323.92	\$29,152.80*
<b>Total</b>					<u>\$139,924.80</u>

\* The above estimates do not include the insurance, teacher, or transportation fees. Additional discounts may apply after CDE releases free and reduced discount percentages.

## RECOMMENDATION:

Approve the agreement with San Diego County Superintendent of Schools for our schools' sixth-grade students to attend the Cuyamaca Camp at an estimated annual cost of \$139,924.80 from student fees, school fundraisers, and Supplemental & Concentration funds. The contract allows for flexibility in the case of limitations or discontinuation of the program in the 2025-26 school year.

## LCAP GOAL AND ACTION/SERVICE:

Goal 2: School Culture, Climate and Student Well-Being – Ensure that all students are educated in positive academic environments that are safe, welcoming, and drug-free, while also equipping them with the necessary social-emotional skills to build resilience and thrive not only in an equitable educational environment but also in their community and beyond.

☐ Renewal ☒ New ☐ Amendment ☐ Ratify ☐ Other

Financial Implications?

Are funds for this item available in the 2025-2026 Budget?

Requisition #

☒ Yes ☐ No

☒ Yes ☐ No

ESTIMATED  
\$139,924.80

(Amount)

Student Fees, School Fundraisers and Supplemental  
& Concentration Fund

(Name of funding source and/or location)

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

14E.6  
Page 1 of 10

**AGREEMENT FOR PARTICIPATION AND SERVICES 2025-2026  
OUTDOOR EDUCATION PROGRAM**

THIS AGREEMENT is entered into this 1<sup>st</sup> day of May, 2025 by and between the Superintendent of Schools, Office of Education, San Diego County, hereinafter called the OFFICE and San Ysidro School District 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 \$1,000,000 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, Section 504 plan, or daily living needs 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, 2025**, and will continue through **June 30, 2026, 2027, or 2028** based on the option chosen below.

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.

## 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 **2025-2026** 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	\$380.00
4-day Program***	Per Student	\$320.00
1-day Program	Per Student	\$ 90.00
5-day Out of County	Per Student	\$500.00
4-day Out of County	Per Student	\$440.00

### \*\* Discount 5-day Program

Equity Credit: \$80 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.

*\*Does not apply to out of county schools, private schools, or non-school groups.*

### \*\*\* Discount 4-day Program

Equity Credit: \$68 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.

*\*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 multi-year signed agreement is cancelled in any of the subsequent years; the discounts received must be paid back to SDCOE.
- 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. 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
Vista Del Mar	125
Willow	90
Sunset	70
Smythe	80
La Mirada	60

Executed by the parties on the dates shown below their respective signatures.

San Ysidro  
School/District

By \_\_\_\_\_  
Marilyn Adrianzen

Title \_\_\_\_\_  
Chief Business Official

Date \_\_\_\_\_

Board approved: \_\_\_\_\_

County Superintendent of Schools  
San Diego County Office of Education



Matthew Tessier

Authorized Signature

Assistant Superintendent, Innovations  
Title

5/1/25

Date

Authorized or ratified by the Board of Education on:

\_\_\_\_\_

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.

These are estimated figures, final costs and discounts will be based on actual attendance numbers and billed accordingly.

## 5 -Day Camp Estimate

			60
Fee/Credit	Detail		Students
Base Fee	\$380/ student		22,800.00
Equity Credit	Percent x students x \$80	61.10%	-2932.80
	Total		19,867.20
		Per Student	\$331.12

Smythe

School Name (Pick from Dropdown)

These are estimated figures, final costs and discounts will be based on actual attendance numbers and billed accordingly.

## 5 -Day Camp Estimate

			80
Fee/Credit	Detail		Students
Base Fee	\$380/ student		30,400.00
Equity Credit	Percent x students x \$80	67.60%	-4326.40
	Total		26,073.60
		Per Student	\$325.92

Sunset Elementary

School Name (Pick from Dropdown)

These are estimated figures, final costs and discounts will be based on actual attendance numbers and billed accordingly.

## 5 -Day Camp Estimate

			70
Fee/Credit	Detail		Students
Base Fee	\$380/ student		26,600.00
Equity Credit	Percent x students x \$80	66.10%	-3701.60
	<b>Total</b>		<b>22,898.40</b>
		<b>Per Student</b>	<b>\$327.12</b>

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Page 8 of 10

Vista Del Mar

School Name (Pick from Dropdown)

These are estimated figures, final costs and discounts will be based on actual attendance numbers and billed accordingly.

## 5 -Day Camp Estimate

			120
Fee/Credit	Detail		Students
Base Fee	\$380/ student		45,600.00
Equity Credit	Percent x students x \$80	38.20%	-3667.20
	Total		41,932.80
		Per Student	\$349.44

Willow Elementary

School Name (Pick from Dropdown)

These are estimated figures, final costs and discounts will be based on actual attendance numbers and billed accordingly.

5 -Day Camp Estimate

			90
Fee/Credit	Detail		Students
Base Fee	\$380/ student		34,200.00
Equity Credit	Percent x students x \$80	70.10%	-5047.20
	Total		29,152.80
		Per Student	\$323.92



# SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

**TO:** Governing Board

**BOARD MEETING DATE:** May 22, 2025

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

**FROM:**  
Educational Services  
Manuel Bojorquez, Assistant  
Superintendent

☐ Informational  
☒ Action

**AGENDA ITEM:** AMENDMENT NO. 1 TO THE PURCHASE AGREEMENT WITH MCGRAW HILL, LLC

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## BACKGROUND INFORMATION:

The CA Inspire Science program from McGraw Hill LLC sparks students' curiosity through fascinating real-world phenomena, where students investigate, solve problems, argue, and discuss scientific phenomena to make sense of the world from their perspective.

Our Governing Board approved the purchase agreement with McGraw Hill LLC on May 30, 2023. This agreement is being amended to reduce the number of English materials and add Spanish materials for sixth grade as follows:

- 300 student bundles in English remain from the original contract.
- 200 student bundles in Spanish, which are necessary for instruction to follow the Dual Language implementation plan.

The remaining 6-year package includes 200 four-volume sets of student editions and district-wide digital access for teachers and students in sixth grade.

## RECOMMENDATION:

Approve Amendment No. 1 to the purchase agreement with McGraw Hill LLC for the California Inspire Science program for an additional cost of \$17,708.36 from the Lottery fund.

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## LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement: Enhance student achievement across all demographics, focusing on accelerating learning for English learners and students with disabilities. This includes improving English language and academic proficiency outcomes to ensure universal access to Common Core State Standards (CCSS), aiming for English learners (ELs) to demonstrate annual expected progress and achieve reclassification within five years or less.

---

☐ Renewal   ☐ New   ☒ Amendment   ☐ Ratify   ☐ Other

Financial Implications?

Are funds for this item available in the 2025-2026 Budget?

Requisition #

☒ Yes

☐ No

☒ Yes

☐ No

\$17,708.36

(Amount)

Lottery Fund

(Name of funding source and/or location)

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



Because learning changes everything.®

## AMENDMENT NO. 1

### QUOTE PREPARED FOR:

San Ysidro Elem Sch Dist  
WAREHOUSE  
SAN YSIDRO, CA 92173-1617  
ACCOUNT NUMBER: 244904

### SUBSCRIPTION/DIGITAL CONTACT:

### CONTACT:

### SALES REP INFORMATION:

Riley Longo  
riley.longo@mheducation.com  
(940) 404-0825

Section Summary	Value of All Materials	Free Materials	Product Subtotal
<a href="#">CA Inspire Science Grade 6 Spanish</a>	\$36,882.00	\$0.00	\$36,882.00
<b>PRODUCT TOTAL*</b>	<b>\$36,882.00</b>	<b>\$0.00</b>	<b>\$36,882.00</b>
ESTIMATED S&H**			\$0.00
ESTIMATED TAX**			\$2,858.36
<b>GRAND TOTAL*</b>			<b>\$39,740.36</b>
<b>TOTAL CREDIT ON ENGLISH CONSUMABLES</b>			<b>\$22,032.00</b>
<b>TOTAL REMAINING AMOUNT DUE</b>			<b>\$17,708.36</b>

\* Price firm for 90 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

\*\*Shipping and handling charges shown are only estimates. Actual shipping and handling charges will be applied at time of order. Taxes shown are only estimates. If applicable, actual tax charges will be applied at time of order.

Comments:

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

### SEND ORDER TO:

McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605  
Email: orders\_mhe@mheducation.com | Phone: 1-800-780-0246 | Fax: 1-866-513-8081

QUOTE DATE:	05/06/2025	ACCOUNT NAME: San Ysidro Elem Sch Dist	EXPIRATION DATE:08/04/2025
QUOTE NUMBER:	KSHOEMAK-05062025112519-001	ACCOUNT #: 244904	PAGE #: 1



Because learning changes everything.®

Product Description	ISBN	Qty	Unit Price	Free Materials	Line Subtotal
<b>CA Inspire Science Grade 6 Spanish</b>					
CALIFORNIA INSPIRE SCIENCE G6 INTEGRATED CMPSV SPANISH STUDENT BUNDLE 6YR SUBSC	978-0-07-693762-2	200	\$184.41	\$0.00	\$36,882.00
CA Inspire Science Grade 6 Spanish Subtotal:				\$0.00	\$36,882.00

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO:

McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605  
Email: [orders\\_mhe@mheducation.com](mailto:orders_mhe@mheducation.com) | Phone: 1-800-780-0246 | Fax: 1-866-513-8081

QUOTE DATE: 05/06/2025

ACCOUNT NAME: San Ysidro Elem Sch Dist

EXPIRATION DATE:08/04/2025

QUOTE NUMBER: KSHOEMAK-05062025112519-001

ACCOUNT #: 244904

PAGE #: 2



Because learning changes everything.®

**QUOTE PREPARED FOR:**

San Ysidro Elem Sch Dist  
WAREHOUSE  
SAN YSIDRO, CA 92173-1617  
ACCOUNT NUMBER: 244904

**CONTACT:**

VALUE OF ALL MATERIALS	\$36,882.00
FREE MATERIALS	\$0.00
<b>PRODUCT TOTAL*</b>	<b>\$36,882.00</b>
ESTIMATED SHIPPING & HANDLING**	\$0.00
ESTIMATED TAX**	\$2,858.36
<b>GRAND TOTAL</b>	<b>\$39,740.36</b>
<b>TOTAL CREDIT ON ENGLISH CONSUMABLES</b>	<b>\$22,032.00</b>
<b>TOTAL REMAINING AMOUNT DUE</b>	<b>\$17,708.36</b>

Comments:

\* Price firm for 90 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

\*\*Shipping and handling charges shown are only estimates. Actual shipping and handling charges will be applied at time of order. Taxes shown are only estimates. If applicable, actual tax charges will be applied at time of order.

**Terms of Service:**

By placing an order for digital products (the 'Subscribed Materials'), the entity that this price quote has been prepared for ('Subscriber') agrees to be bound by the Terms of Service and any specific provisions required by Subscriber's state law, each located in the applicable links below. Subject to Subscriber's payment of the fees set out above, McGraw Hill LLC hereby grants to Subscriber a non-exclusive, non-transferable license to allow only the number of Authorized Users that corresponds to the quantity of Subscribed Materials set forth above to access and use the Subscribed Materials under the terms described in the Terms of Service and any specific provisions required by Subscriber's state law, each located in the applicable links below. The subscription term for the Subscribed Materials shall be as set forth in the Product Description above. If no subscription term is specified, the initial term shall be one (1) year from the date of this price quote (the 'Initial Subscription Term'), and thereafter the Subscriber shall renew for additional one (1) year terms (each a 'Subscription Renewal Term'), provided MHE has chosen to renew the subscription and has sent an invoice for such Subscription Renewal Term to Subscriber.

[Terms Of Service](#)

[Provisions required by Subscriber State law](#)

ATTENTION: In our effort to protect our customer's data, we will no longer store credit card data in any manner within in our system. Therefore, as of April 30, 2016 we will no longer accept credit card orders via email, fax, or mail/package delivery. Credit card orders may be placed over the phone by calling the number listed above or via our websites by visiting [www.mheducation.com](http://www.mheducation.com) (or [www.mhecoast2coast.com](http://www.mhecoast2coast.com)).

**School Purchase Order Number:** \_\_\_\_\_

**Marilyn Adrianzen, CBO**

Name of School Official (Please Print)

Signature of School Official

**Board approved:** \_\_\_\_\_

**PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER**

**SEND ORDER TO:**

McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605  
Email: [orders\\_mhe@mheducation.com](mailto:orders_mhe@mheducation.com) | Phone: 1-800-780-0246 | Fax: 1-866-513-8081

QUOTE DATE: 05/06/2025

ACCOUNT NAME: San Ysidro Elem Sch Dist

EXPIRATION DATE: 08/04/2025

QUOTE NUMBER: KSHOEMAK-05062025112519-001

ACCOUNT #: 244904

PAGE #: 3

**SAN YSIDRO SCHOOL DISTRICT**  
**GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** May 22, 2025

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

**FROM:**  
Educational Services  
Manuel Bojorquez, Assistant  
Superintendent

☐ Informational  
☒ Action

**AGENDA ITEM:** LICENSE RENEWAL WITH FOLLETT SOFTWARE, LLC

**BACKGROUND INFORMATION:**

San Ysidro School District has been using the Follett Destiny Library Manager software through Follett Software, LLC since 2010. Follett Destiny is the leading library management system for K-12 schools worldwide. This software provides schools’ library staff with a powerful, easy, and practical approach to streamline textbook management districtwide.

Components of this software renewal include the following for all schools:

- District Member LM – Hosted Service Renewal
- District Member RM – Hosted Service Renewal
- Library Manager Hosting Fee
- Resource Manager Hosting Fee
- RPS Online for AR/RC
- Standards – Destiny District Member
- TitlePeek Online Service

Educational Services is requesting approval to continue with this software during fiscal year 2025-26 with automatic renewals not to exceed June 30, 2030, unless earlier terminated.

**RECOMMENDATION:**

Approve the license renewal with Follett Software, LLC to continue with the Destiny Library Manager Software for all schools during the 2025-26 school year at the estimated cost of \$23,226.55 from the Supplemental and Concentration Fund.

**LCAP GOAL AND ACTION/SERVICE:**

Goal 1: Student Achievement - Enhance student achievement across all demographics, focusing on accelerating learning for English learners and students with disabilities. This includes improving English language and academic proficiency outcomes to ensure universal access to Common Core State Standards (CCSS), aiming for English learners (ELs) to demonstrate annual expected progress and achieve reclassification within five years or less.

☒ **Renewal**    ☐ **New**    ☐ **Amendment**    ☐ **Ratify**    ☐ **Other**

Financial Implications?

Are funds for this item available in the 2024-2025 Budget?

Requisition #

☒ Yes

☐ No

☒ Yes

☐ No

\$23,226.55

(Amount)

Supplemental and Concentration Fund

(Name of funding source and/or location)

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

# RENEWAL QUOTE



Page	1
Quote#	7884362
Issue Date	04/25/2025
Expiration Date	07/31/2025
Customer#	0469192
Customer	SAN YSIDRO SCH DIST

**SAN YSIDRO SCH DIST**  
**4350 OTAY MESA RD**  
**SAN YSIDRO CA 92173**

Quote Summary		Payable in USD
Quote Total		\$23,226.55
<b>Applicable taxes are NOT included</b> Service Expiration Dates are displayed at each line item below		

## Order Instructions:

Please email Purchase order, referencing Quote number, to [FSSOrders@follettsoftware.com](mailto:FSSOrders@follettsoftware.com), fax to 800.365.5399 or mail Purchase Order to:

**Follett Software, LLC.**  
**1340 Ridgeview Drive**  
**McHenry, IL 60050 USA**

An invoice will be generated upon receipt of the Purchase Order. If you have any questions, contact Customer Service – 800.323.3397, Option 1 or email [softwarecs@follettsoftware.com](mailto:softwarecs@follettsoftware.com).

Quote Details					
Item Number / Description		Renewal Months	Current Expiration Date	New Expiration Date	Amount
CHILD DEVELOPMENT CTR - 0407327					
49302P	DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	06/27/2025	06/30/2026	\$1,025.04
48311P	RESOURCE MANAGER HOSTING FEE(RENEWAL)	12	06/27/2025	06/30/2026	\$220.00
				Site Total	\$1,245.04
LA MIRADA ELEM SCH - 0404913					
48206P	DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	13	05/31/2025	06/30/2026	\$848.90
49302P	DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	06/27/2025	06/30/2026	\$1,025.04
48310P	LIBRARY MANAGER HOSTING FEE(RENEWAL)	12	06/27/2025	06/30/2026	\$220.00
48311P	RESOURCE MANAGER HOSTING FEE(RENEWAL)	12	06/27/2025	06/30/2026	\$220.00
67051P	RPS ONLINE FOR AR / RC RENEWAL - DESTINY DISTRICT MEMBER	13	05/31/2025	06/30/2026	\$210.20
67054P	STANDARDS RENEWAL - DESTINY DISTRICT MEMBER	13	05/31/2025	06/30/2026	\$391.25
67058P	TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	13	05/31/2025	06/30/2026	\$163.93
				Site Total	\$3,079.32
OCEAN VIEW HLS SCH - 0412662					
48206P	DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	13	05/31/2025	06/30/2026	\$848.90
49302P	DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	06/27/2025	06/30/2026	\$1,025.04
48310P	LIBRARY MANAGER HOSTING FEE(RENEWAL)	12	06/27/2025	06/30/2026	\$220.00
48311P	RESOURCE MANAGER HOSTING FEE(RENEWAL)	12	06/27/2025	06/30/2026	\$220.00
67051P	RPS ONLINE FOR AR / RC RENEWAL - DESTINY DISTRICT MEMBER	13	05/31/2025	06/30/2026	\$210.20
67058P	TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	13	05/31/2025	06/30/2026	\$156.81
				Site Total	\$2,680.95
SAN YSIDRO DIST OFFICE - 0423192					
49302P	DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	06/27/2025	06/30/2026	\$1,025.04

If you have questions, please contact our Customer Service Team at 800.323.3397, Options 1 or email [softwarecs@follettsoftware.com](mailto:softwarecs@follettsoftware.com).

Did you know that Follett has a tool to manage your textbooks and other assets? Visit [k12.follett.com/drmcomplete](http://k12.follett.com/drmcomplete) to learn more about Destiny® Resource Manager Complete Edition.

Purchase Follett technology products 24/7 on [www.destinyexpress.com](http://www.destinyexpress.com).

# RENEWAL QUOTE



Page	2
Quote#	7884362
Issue Date	04/25/2025
Expiration Date	07/31/2025
Customer#	0469192
Customer	SAN YSIDRO SCH DIST

## Quote Details

Item Number / Description	Renewal Months	Current Expiration Date	New Expiration Date	Amount
48311P RESOURCE MANAGER HOSTING FEE(RENEWAL)	12	06/27/2025	06/30/2026	\$220.00
<b>SAN YSIDRO MDL SCH - 0409081</b>				<b>Site Total   \$1,245.04</b>
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	13	05/31/2025	06/30/2026	\$848.90
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	06/27/2025	06/30/2026	\$1,025.04
48310P LIBRARY MANAGER HOSTING FEE(RENEWAL)	12	06/27/2025	06/30/2026	\$220.00
48311P RESOURCE MANAGER HOSTING FEE(RENEWAL)	12	06/27/2025	06/30/2026	\$220.00
67054P STANDARDS RENEWAL - DESTINY DISTRICT MEMBER	13	05/31/2025	06/30/2026	\$391.25
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	13	05/31/2025	06/30/2026	\$163.93
<b>SMYTHE SCH - 0404914</b>				<b>Site Total   \$2,869.12</b>
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	13	05/31/2025	06/30/2026	\$848.90
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	06/27/2025	06/30/2026	\$1,025.04
48310P LIBRARY MANAGER HOSTING FEE(RENEWAL)	12	06/27/2025	06/30/2026	\$220.00
48311P RESOURCE MANAGER HOSTING FEE(RENEWAL)	12	06/27/2025	06/30/2026	\$220.00
67051P RPS ONLINE FOR AR / RC RENEWAL - DESTINY DISTRICT MEMBER	13	05/31/2025	06/30/2026	\$210.20
67054P STANDARDS RENEWAL - DESTINY DISTRICT MEMBER	13	05/31/2025	06/30/2026	\$391.25
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	13	05/31/2025	06/30/2026	\$163.93
<b>SUNSET SCH - 0404915</b>				<b>Site Total   \$3,079.32</b>
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	13	05/31/2025	06/30/2026	\$848.90
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	06/27/2025	06/30/2026	\$1,025.04
48310P LIBRARY MANAGER HOSTING FEE(RENEWAL)	12	06/27/2025	06/30/2026	\$220.00
48311P RESOURCE MANAGER HOSTING FEE(RENEWAL)	12	06/27/2025	06/30/2026	\$220.00
67051P RPS ONLINE FOR AR / RC RENEWAL - DESTINY DISTRICT MEMBER	13	05/31/2025	06/30/2026	\$210.20
67054P STANDARDS RENEWAL - DESTINY DISTRICT MEMBER	13	05/31/2025	06/30/2026	\$391.25
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	13	05/31/2025	06/30/2026	\$163.93
<b>VISTA DEL MAR MDL SCH - 0419255</b>				<b>Site Total   \$3,079.32</b>
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	13	05/31/2025	06/30/2026	\$848.90
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	06/27/2025	06/30/2026	\$1,025.04
48310P LIBRARY MANAGER HOSTING FEE(RENEWAL)	12	06/27/2025	06/30/2026	\$220.00
48311P RESOURCE MANAGER HOSTING FEE(RENEWAL)	12	06/27/2025	06/30/2026	\$220.00
67054P STANDARDS RENEWAL - DESTINY DISTRICT MEMBER	13	05/31/2025	06/30/2026	\$391.25
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	13	05/31/2025	06/30/2026	\$163.93
<b>WILLOW SCH - 0404916</b>				<b>Site Total   \$2,869.12</b>
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	13	05/31/2025	06/30/2026	\$848.90
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	06/27/2025	06/30/2026	\$1,025.04

If you have questions, please contact our Customer Service Team at 800.323.3397, Options 1 or email [softwarecs@follettsoftware.com](mailto:softwarecs@follettsoftware.com).

Did you know that Follett has a tool to manage your textbooks and other assets? Visit [k12.follett.com/drmcomplete](http://k12.follett.com/drmcomplete) to learn more about Destiny® Resource Manager Complete Edition.

Purchase Follett technology products 24/7 on [www.destinyexpress.com](http://www.destinyexpress.com).



# RENEWAL QUOTE



Page	3
Quote#	7884362
Issue Date	04/25/2025
Expiration Date	07/31/2025
Customer#	0469192
Customer	SAN YSIDRO SCH DIST

## Quote Details

Item Number / Description	Renewal Months	Current Expiration Date	New Expiration Date	Amount
48310P LIBRARY MANAGER HOSTING FEE(RENEWAL)	12	06/27/2025	06/30/2026	\$220.00
48311P RESOURCE MANAGER HOSTING FEE(RENEWAL)	12	06/27/2025	06/30/2026	\$220.00
67051P RPS ONLINE FOR AR / RC RENEWAL - DESTINY DISTRICT MEMBER	13	05/31/2025	06/30/2026	\$210.20
67054P STANDARDS RENEWAL - DESTINY DISTRICT MEMBER	13	05/31/2025	06/30/2026	\$391.25
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	13	05/31/2025	06/30/2026	\$163.93
Site Total				\$3,079.32

End of Quote

Board approved: 05-22-25

\_\_\_\_\_  
Marilyn Adrianzen, CBO

Date: \_\_\_\_\_

If you have questions, please contact our Customer Service Team at 800.323.3397, Options 1 or email [softwarecs@follettsoftware.com](mailto:softwarecs@follettsoftware.com).

Did you know that Follett has a tool to manage your textbooks and other assets? Visit [k12.follett.com/drmcomplete](http://k12.follett.com/drmcomplete) to learn more about Destiny® Resource Manager Complete Edition.

Purchase Follett technology products 24/7 on [www.destinyexpress.com](http://www.destinyexpress.com).

## Follett Destiny™ Solution Terms and Conditions

The terms and conditions stated below govern your use of Follett's Destiny™ Software Solution. If you are using the "Follett-hosted" or "cloud" version of Destiny™, the Follett Destiny Hosted Solution Terms and Conditions will govern your purchase and use of the Destiny Solution. If you are using the "self-hosted" or "on-premise" version of Destiny™, the Follett Destiny On-Premise Solution Terms and Conditions, which begin on page 10, will govern your purchase and use of the Destiny Solution.

### Follett Destiny™ Hosted Solution Terms and Conditions

1. **NATURE OF THE TRANSACTION.** Follett Software, LLC ("Follett") agrees to sell and license to the School District obtaining access to Follett's Destiny Solution ("Customer"), and Customer agrees to purchase and license from Follett, the products and services listed in a mutually agreed order form ("Quote") which references this Agreement (collectively referred to as the "Destiny Solution" or "Services").
2. **LICENSE.** Subject to Customer's payment of all applicable fees and compliance with this Agreement, Follett grants to Customer a non-exclusive, non-transferable license to access and use the software listed in the Quote (the "Software") according to the Follett Software, LLC Product Licensing Terms, incorporated into this Agreement by reference, and available at the following URL: <https://customers.follettsoftware.com/files/fsc/file/cms/DestinyLicense.pdf> as they may be updated from time to time, and any applicable documentation, delivered by Follett in paper, digital or electronic form for use with the Software ("Documentation"). The license shall be limited to the Term stated in the Quote, and shall be subject to all terms and conditions of the Agreement. In the event of a conflict between the terms of this Agreement and the Follett Software, LLC Product Licensing Terms, the terms of this Agreement shall govern. Licenses may be modified or transferred by Customer, however, Follett reserves the right to charge additional fees for the modification or transfer of licenses. Access or use of certain additional or special features of the Software, including but not limited to Destiny Discover, requires that Customer maintains current Follett Support and Maintenance.

Except as specifically permitted in this Agreement, Customer shall not directly or indirectly: (a) reverse engineer, decompile, disassemble, or otherwise try to discover any source code or underlying ideas or algorithms of the Software (except and only to the extent that these restrictions are expressly prohibited by applicable statutory law); (b) encumber, sublicense, transfer, assign, loan, distribute or use the Software or any portion thereof to or for the benefit of any third party (e.g., service bureau arrangement); (c) copy, create derivative works of or otherwise modify any Software; (d) permit or allow any users to use the Software to post materials that may infringe, violate, or misappropriate any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right or (e) permit any third party to do so. Customer acknowledges that the Software may contain code or require devices that detect or prevent unauthorized use of, or automatically disable, the Software.



3. **SUPPORT AND MAINTENANCE.** "Support and Maintenance" includes Implementation Services, Post-Implementation Support Services and other support and maintenance services purchased under this Agreement, which are set forth in detail, including Customer's obligations related thereto, under a Statement of Work referencing this Agreement ("SOW"). Such SOW may be attached to and incorporated into this Agreement as Schedule A or otherwise provided to the Customer in writing. Customer will receive any corrections, enhancements, updates or other modifications to the Software to the extent they are made generally available to Follett's customers utilizing the same Software products in the same country, provided Customer has continuously maintained and paid for Support and Maintenance or makes payment to become current on continuous Support and Maintenance. The 12-month support renewal periods (each, a "Support Renewal Period") shall begin on the first anniversary of the date of delivery of the Software. Fees for each Support Renewal Period shall be invoiced, and due and payable, at least thirty (30) days in advance of the start of each such Support Renewal Period. Fees may apply for certain data services and additional training services.
4. **TERM AND TERMINATION.** The term of this Agreement shall be one (1) year (the "Initial Term") with automatic renewal (each a "Renewal Term" and together with the Initial Term, the "Term") for successive one-year Renewal Terms unless Customer provides Follett written notice of non-renewal at least forty-five (45) days prior to the end of the Term.
- 4.1 **No Termination for Convenience.** Customer is not entitled to terminate this Agreement for any reason other than for the specific reasons set out in this Agreement or as expressly mandated by law. No termination for convenience will be permitted, subject to the following: if Customer is a governmental entity that is bound to statutory provisions which prevent it from committing to the payment of funds beyond its fiscal year, and if such funds are not appropriated for the applicable Services, then Customer may terminate, without liability hereunder, only the Services for which such funds have not been appropriated, provided that Customer shall remain obligated to pay all fees through the end of the fiscal year for which funds have been appropriated. Follett reserves the right to require evidence of such non-appropriation.
- 4.2 **Termination for Cause.** Either party may terminate this Agreement (a) if the other party materially breaches a provision of this Agreement and fails to cure such breach within thirty (30) days (5 days in the case of any non-payment) after receiving notice of such breach from the non-breaching party or (b) immediately upon notice, if the other party makes an assignment for the benefit of creditors, or a receiver, trustee in bankruptcy or similar officer is appointed to take charge of any or all of the other party's property, or the other party seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding or such a proceeding is instituted against the other party and is not dismissed within 90 days, or the other party becomes insolvent or, without a successor, dissolves, liquidates or otherwise fails to operate in the ordinary course of business.
- 4.3 **Effects of Termination.** Upon termination or expiration of this Agreement for any reason, including any early termination, all rights, obligations and licenses of the parties hereunder, including without limitation, the license and all rights to use the Software, shall cease, except that (a) all obligations that accrued prior to the effective date of termination (including without limitation, payment obligations) and any remedies for breach of this Agreement shall survive any

termination; (b) Customer will be provided an opportunity to export, using the built-in export features of the Software, Customer Data in a reasonable timeframe, not to exceed forty-five (45) days following expiration of the Term, after which Follett shall terminate the Customer's access to the Hosted Service and, upon confirmation from Customer that Customer does not intend to renew the Services, or upon Customer's failure to communicate to Follett their intent to renew the Services within forty-five (45) days of the end of the Term, destroy all Customer Data in Follett's possession within ninety (90) days following expiration of the Term, or earlier if required by a separate written agreement between the parties, without any obligation to provide further notice to Customer; and (c) the provisions of Sections 10 (Payment Terms), 11 (Proprietary Rights), 12 (Warranties and Disclaimers), 13 (Limitation of Liability), 14 (Confidentiality), and 15 (General Provisions) and this Section 4.4 shall also survive. In the event of non-payment, Follett may terminate Customer's access to the Hosted Service after five (5) days. If Customer requires assistance from Follett to export the Customer Data, Follett shall determine the format in which such Customer Data shall be provided to Customer, and Follett shall charge Customer for its services at a price to be quoted by Follett upon request. Notwithstanding any expiration or earlier termination of this Agreement, the terms and conditions herein shall remain in effect for so long as Customer is accessing the Destiny Solution.

4.4 **No Refunds or Credit.** Unless otherwise specified in writing, Customer shall not be entitled to any refund of or credit for fees paid, including, but not limited to, when a Customer terminates the Services at any point during the Initial Term or any Renewal Term.

5. **TRANSITION FROM DESTINY TO ACCESSIT.** Customers who have an active Destiny Solution agreement are eligible to transition to Accessit during the Term.

5.1 **Transition Request.** To initiate a transition, Customer must submit a written request to their Customer Success representative.

5.2 **Pricing and Billing Adjustments.** Customer will not incur additional fees when transferring to Accessit. Customer may, however, elect to undergo Accessit training for an additional cost mutually agreed to by the parties. Upon renewal, Customer will be billed at the list price for Accessit.

5.3 **Data and Feature Migration.** Follett will make commercial reasonable efforts to ensure the seamless migration of Customer data, features, and configurations from the Destiny Solution to Accessit. Certain features or data formats may not be transferrable due to differences in product functionality.

5.4 **Transition Term and Renewal.** Following the transition, the Term for Accessit will remain aligned with the original Term of the Destiny Solution unless otherwise agreed in writing. At the end of the Term, the Accessit subscription will automatically renew pursuant to Section 4.

5.5 **Restrictions.** Follett reserves the right to deny a transition request in cases of suspected misuse, breach of contract, or non-compliance with Follett's policies.

5.6 **Limitation of Liability.** Follett shall not be liable for any loss, interruption, or damage resulting from the transition process.

6. **HOSTED SERVICES.** Follett will provide to Customer those hosting services more particularly described in an SOW ("Hosted Services"). Follett is currently utilizing the Microsoft (MS) Azure cloud public services. MS Azure backup and recovery services are used to provide transaction level backups. The MS Azure SQL Database is a cloud database service deployed as a fully managed Platform-as-a-Service (PaaS). The Hosted Service includes automated backups, point-in-time restores, active geo-replication, fail-over groups, automatic performance monitoring and tuning, adaptive query processing, intelligent threat detection, auditing for compliance and security, data encryption at rest, data encryption in motion, dynamic data masking, row-level security, multi-factor authentication, and compliance certification. There will be additional fees for services to restore or recover data lost or damaged due to Customer errors. Customer shall be solely responsible for the legality, reliability, integrity, accuracy and quality of the Customer Data it submits to and processes through the Hosted Services

7. **THIRD PARTY EQUIPMENT AND SOFTWARE.** Customer acknowledges that Follett will not be responsible for the purchase, licensing or maintenance of any third-party equipment and/or software necessary for the performance of the Hosted Services.

8. **SERVICE LEVELS.** Follett uses commercially reasonable efforts to make the Destiny Solution generally available for regular use Monday through Friday during ordinary business hours. However, the internet and Follett's hosting provider are not within Follett's control, and Customer acknowledges that outages may occasionally occur due to factors outside of Follett's control. When possible, Follett will use commercially reasonable efforts to complete scheduled maintenance outside of ordinary business hours.

9. **SECURITY.** Follett agrees to employ commercially reasonable security measures for provision of the Software and the Hosted Service. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, NEITHER FOLLETT NOR ITS SUCCESSORS OR ASSIGNS SHALL HAVE ANY LIABILITY FOR THE BREACH OF ITS SECURITY MEASURES OR THE INTEGRITY OF THE HOSTING SERVICES, UNLESS CAUSED BY THE WILLFUL MISCONDUCT OF FOLLETT.

10. **CUSTOMER RESPONSIBILITIES.** In addition to any other duties and obligations set forth in this Agreement, Customer will, within 90 days of acceptance of this Agreement, promptly undertake the following responsibilities at Customer's sole cost and expense. If Customer fails to meet its obligations within 90 days of acceptance of this Agreement, Follett reserves the right to charge additional fees.

10.1 Completion of any Customer requirements set forth in any SOW;

10.2 Provision and continuous operation of all computers, systems, routers, communication lines, parts, modems, interface equipment and workstations as necessary or reasonably appropriate for internet access and for electronic mail communications with Follett so that Follett may provide Support and Maintenance remotely for any Software during the term of this Agreement, and as

needed so that Customer may use the Software and the Hosted Services, in accordance with any minimum recommended technical specifications provided by Follett;

- 10.3 ☐ Cooperation with and assistance to Follett with the transition to the Hosted Service;
- 10.4 ☐ Inspection and review of all reports and other output provided by Follett and notification to Follett of any incorrect reports or output within three business days after its receipt (or other mutually agreed upon time frame);
- 10.5 ☐ Training of appropriate Customer personnel to properly prepare input for and to effectively utilize output from the Hosted Services; and
- 10.6 ☐ Cooperation with Follett by, among other things, making available as reasonably requested management decisions, information, approvals, and acceptances in order that Follett may properly accomplish its obligations and responsibilities under this Agreement.

## 11. ☐ FEES AND PAYMENT TERMS.

- 11.1 ☐ **Fees.** Customer agrees to pay Follett the annual Software License Fee, Support and Maintenance Fee and all other fees for services specified in the Agreement or any additional SOW entered into by the parties, in the amounts and at the times specified therein. Certain fees are based on the number of students serviced by Customer and Follett reserves the right to verify student counts provided by Customer and adjust accordingly. Prior to the conclusion of the Initial Term or any Renewal Term, Follett may increase the fees for subsequent Renewal Terms, in Follett's sole discretion, and Follett shall provide prior written notice to Customer of any such change. If Customer does not agree to the change in fees, Customer's sole remedy is to terminate this Agreement pursuant to the terms hereof.
- 11.2 ☐ **Other Charges.** Customer agrees that Follett will have the right to charge in accordance with its then current policies for any Services resulting from (a) Software that has been modified by Customer whether or not such modification is permitted hereunder, (b) Customer's failure to utilize the then current release of the Software, or (c) problems, errors or inquiries relating to hardware or software other than the Software. Follett may provide additional training materials or services, upon such terms and conditions (including without limitation, price) as the parties may agree in writing.
- 11.3 ☐ **Payment Terms.** Unless specified otherwise, to avoid interruptions in Services all amounts due hereunder shall be paid within thirty (30) days after the invoice date in US dollars to Follett's address (or, at its option, to an account specified by Follett). Any amount not paid when due shall incur a late payment charge calculated from the invoice date at the rate of 1.5% per month or the maximum amount permitted by law, whichever is less. Customer shall be responsible for providing Follett updated billing contact information. Customer agrees to reimburse Follett for all reasonable costs, including, without limitation, attorneys' fees and costs, incurred in collecting payments. All payments required by this Agreement are exclusive of federal, state, local and foreign taxes, duties, tariffs, levies, withholdings and similar

assessments (including without limitation, sales taxes, use taxes and value added taxes). Customer is responsible for any taxes due. Unless otherwise provided in this Agreement, all payments made hereunder are non-refundable.

## 12. **PROPRIETARY RIGHTS.**

- 12.1 **Customer Data.** All Customer personally identifiable information and other data entered into the Hosted Services by Customer, but excluding (i) any De-Identified Data and (ii) general system data including, without limitation, user logs or system usage reports (collectively, "Customer Data") will remain Customer's property. Follett may use aggregated and de-identified Customer Data from which personally identifiable information and other similar attributes have been removed to prevent individual identification ("De-Identified Data") for the purpose of recommending books, improving Follett's products or services, or similar internal business purposes, to the extent permitted by applicable law. Follett shall own all intellectual property rights, including copyright, trademark, patent and trade secret rights in and to the Software, and this Agreement shall not be construed as a transfer of any right, title or interest in the Software.
- 12.2 **License.** During the Term of this Agreement, Customer grants to Follett the limited, nonexclusive right and license to copy, display, perform, modify and otherwise use and process (and permit others to use and process) any Customer Data solely for the purpose of rendering the services provided hereunder to Customer and as otherwise described herein.

## 13. **WARRANTIES AND DISCLAIMERS.**

- 13.1 **By Follett.** Follett warrants that the Services provided under any applicable SOW will be performed using generally accepted industry standards and practices. Follett's limited warranty covering the Software is set forth in the Follett Software, LLC Product Licensing Terms: <https://customers.follettsoftware.com/files/fsc/file/cms/DestinyLicense.pdf>.
- 13.2 **By Customer.** Customer warrants to Follett that (i) Customer has all requisite power and authority to execute and deliver the Agreement and to perform its obligations hereunder, and that it will perform such obligations in a timely manner; (ii) the Agreement has been duly and validly executed and delivered by Customer, and constitutes Customer's valid and binding obligation, enforceable against Customer in accordance with its terms; (iii) it presently has sufficient funds and will have sufficient funds available to timely pay Follett all amounts due or that will come due under the Agreement; (iv) it will strictly comply (and ensure compliance by its end-users) with all applicable local, state and federal laws, rules and regulations and Customer's policies relating in any way to use of the Software and Services, Customer Data and Customer's performance under the Agreement, including the Children's Online Privacy Protection Act (COPPA) and the Family Educational Rights and Privacy Act (FERPA). Customer shall obtain all necessary licenses or permits and any other government approval necessary for the use of the Software and Services.
- 13.3 **Disclaimers.** EXCEPT AS SPECIFICALLY PROVIDED HEREIN OR IN THE PRODUCT LICENSING TERMS, THE SOFTWARE, DOCUMENTATION AND SUPPORT AND MAINTENANCE ARE PROVIDED

"AS IS" WITHOUT WARRANTY OF ANY KIND. FOLLETT DOES NOT WARRANT THAT THE SOFTWARE OR SERVICES PROVIDED HEREUNDER WILL MEET CUSTOMER'S REQUIREMENTS, OR THAT THEIR OPERATION WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ANY ERRORS CAN OR WILL BE FIXED. THE LIMITED WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE, FOR THE BENEFIT OF CUSTOMER ONLY AND IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED (INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, STATUTORY OR OTHERWISE), AND ALL WARRANTIES ARISING FROM ANY COURSE OF DEALING OR PERFORMANCE OR USAGE OF TRADE. THE LIMITED WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED (INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, STATUTORY OR OTHERWISE). CUSTOMER ACKNOWLEDGES THAT FOLLETT IS NOT THE MANUFACTURER OF ANY HARDWARE PROVIDED HEREUNDER AND EXPRESSLY WAIVES ANY CLAIM AGAINST FOLLETT BASED UPON ANY INFRINGEMENT OR ALLEGED INFRINGEMENT OF ANY PATENT WITH RESPECT TO ANY ITEM(S), ANY DEFECTS OR ANY NONCONFORMANCE OF ANY THIRD-PARTY EQUIPMENT OR HARDWARE WITH ITS SPECIFICATIONS, OR FOR ANY INDEMNITY AGAINST ANY CLAIM MADE BY ANY THIRD PARTY AGAINST CUSTOMER.

- 13.4 **Communications Limitations.** With regard to Hosted Services, if applicable, as with any hosted software application, the availability of the Software is dependent on a complex network of services and devices that are maintained by Follett, Customer and third parties. Remote access may be subject to limitations, delays, and other problems inherent in the use of this network. Follett shall take reasonable steps to prevent any such limitations, delays or problems which may result from services and devices controlled by Follett, but Follett shall not be responsible for any delays, delivery failures, or other damages resulting from such problems controlled by Customer or third parties.

- 14. LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL FOLLETT, ITS AFFILIATES, OR THEIR RESPECTIVE DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS AND REPRESENTATIVES (COLLECTIVELY, THE "FOLLETT PARTIES") BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, RELIANCE SPECIAL, OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, BUSINESS INTERRUPTIONS, LOSS OR INACCURACY OF DATA, LOSS OR INTERRUPTION OF USE OR COST OF PROCURING SUBSTITUTE TECHNOLOGY, GOODS OR SERVICES, LOSS OF BUSINESS INFORMATION OR OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF THE SOFTWARE OR SERVICES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE, AND EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOLLETT PARTIES' TOTAL LIABILITY FOR ANY CLAIMS BROUGHT BY CUSTOMER REGARDING THE SOFTWARE AND SERVICES IS LIMITED TO THE AMOUNT OF ANY PAYMENTS MADE BY CUSTOMER DURING THE TWELVE MONTHS PRECEDING CUSTOMER'S NOTICE OF THE CLAIM TO FOLLETT. THESE LIMITATIONS ARE INDEPENDENT FROM ALL OTHER PROVISIONS OF THIS AGREEMENT AND SHALL APPLY NOTWITHSTANDING THE FAILURE OF ANY REMEDY PROVIDED HEREIN.



## 15. CONFIDENTIALITY.

- 15.1 **Definition. Confidential Information** means all trade secrets, know-how, software and other financial, business or technical information disclosed by or for a party in relation to this Agreement, but not including any information the receiving party can demonstrate is (a) rightfully furnished to it without restriction by a third party without breach of any obligation to the disclosing party, (b) generally available to the public without breach of this Agreement or (c) independently developed by it without reliance on such information. All Software and, to the extent allowable by applicable law, pricing information is deemed to be Follett's Confidential Information. All Customer Data is deemed to be Customer's Confidential Information
- 15.2 **Confidentiality.** Except for the specific rights granted by this Agreement, neither party shall use or disclose any of the other's Confidential Information without its written consent and use reasonable care to protect the other's Confidential Information. Each party shall be responsible for any breach of confidentiality by its employees and contractors. Promptly after any termination of this Agreement (or at the disclosing party's request at any other time), the receiving party shall return all of the other's tangible Confidential Information, permanently erase all Confidential Information from any storage media and destroy all information, records and materials developed there from. Each party may disclose only the general nature, but not the specific terms, of this Agreement without the prior consent of the other party; provided, either party may provide a copy of this Agreement or otherwise disclose its terms in connection with any financing transaction, due diligence inquiry or governmental audit or inquiry.
- 15.3 **Legal Disclosure.** The Agreement will not prevent the receiving party from disclosing Confidential Information of the disclosing party to the extent required by a judicial order or other legal obligation (e.g., laws and regulations), provided that, in such event, the receiving party shall promptly notify the disclosing party to allow intervention, and shall cooperate with the disclosing party to contest or minimize the scope of the disclosure (including application for a protective order). Each party shall advise the other party in writing of any misappropriation or misuse of Confidential Information of the other party of which the notifying party becomes aware.

## 16. GENERAL PROVISIONS.

- 16.1 **Entire Agreement.** This Agreement (including the schedules, exhibits, SOWs, and all other terms incorporated herein) constitutes the entire agreement, and supersedes all prior negotiations, understandings or agreements (oral or written), between the parties about the subject matter of this Agreement. Any different or additional terms on any related purchase order, confirmation or similar form, even if signed by the parties hereafter, shall have no effect under this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be an original, but taken together shall constitute one and the same instrument. Execution of a facsimile copy shall have the same force and effect as execution of an original, and a facsimile signature shall be deemed an original and valid signature. No change or waiver may be made to this Agreement unless in writing and signed by both parties. The failure of either party to enforce its rights under this Agreement at any time for any period will not be construed as a waiver of such rights. Except as specifically provided otherwise, each right and

remedy in this Agreement is in addition to any other right or remedy, at law or in equity. If any provision of this Agreement is determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

- 16.2 **General Learning.** Customer agrees that Follett retains the right to reuse, without Customer's consent or any obligation to account, its generalized knowledge, experience, know-how and technologies (including ideas, concepts, processes and techniques) related to the Software or acquired during performance of the Services described herein; provided, in no event will Follett use or disclose Customer's Confidential Information in violation of this Agreement.
- 16.3 **Force Majeure.** Neither party will be liable to the other for any failure or delay caused by any events beyond such party's control such as, without limitation, acts or omissions of governmental or military authorities, acts of God, floods, fires, terrorism, labor disturbances, disruption of telecommunications, disruption of power or other essential services, interruption or termination of service provided by any service providers being used by Follett, or network outages.
- 16.4 **Publicity.** Customer hereby consents to inclusion of its name in customer listings that may be published as part of Follett 's or its affiliates' marketing efforts, in any media, without any obligation of notice to Customer or review by Customer.
- 16.5 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to its conflicts of law provisions. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. The sole jurisdiction and venue for actions related to this Agreement will be the state or federal courts located in Cook County, Illinois, and both parties consent to the jurisdiction of such courts with respect to any such action. In any action or proceeding in state or federal court to enforce this Agreement, the prevailing party will be entitled to recover from the other party the actual costs and expenses (including reasonable attorneys' fees) that it incurred in connection with such action or proceeding and enforcing any judgment or order obtained.
- 16.6 **Relief.** Each party agrees that, in the event of any breach or threatened breach of Section 2, 11, or 14, the non-breaching party will suffer irreparable damage for which it will have no adequate remedy at law. Accordingly, the non-breaching party shall be entitled to injunctive and other equitable remedies to prevent or restrain such breach or threatened breach, without the necessity of posting any bond or surety.
- 16.7 **Notices and Consents.** All notices and consents under this Agreement will be in writing, in English and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by e-mail; the day after being sent, if sent next day delivery by recognized overnight delivery service; or upon receipt, if sent by certified or registered mail, return receipt requested.

16.8 **Assignment.** Neither party shall assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that either party may assign its rights or delegate its obligation, in whole or in part, without such consent, to (a) one or more of its Affiliates, (b) an entity that acquires all or substantially all of the business or assets of such party, or all or substantially all of the business or assets of the subject business unit of such party, to which this Agreement pertains, whether by merger, reorganization, acquisition, sale, or otherwise.

16.9 **Independent Contractors.** The parties shall be independent contractors under this Agreement, and nothing herein will constitute either party as the employer, employee, agent or representative of the other party, or both parties as joint venturers or partners for any purpose.

## Follett Destiny™ On-Premise Solution Terms and Conditions

1. **NATURE OF THE TRANSACTION.** Follett Software, LLC ("Follett") agrees to sell and license to the school district obtaining access to Follett's Destiny Solution ("Customer"), and Customer agrees to purchase and license from Follett, the products and services listed in a mutually agreed order form ("Quote") which references this Agreement (collectively referred to as the "Destiny Solution" or "Service").

2. **LICENSE.** Subject to Customer's payment of all applicable fees and compliance with this Agreement, Follett grants to Customer a non-exclusive, non-transferable, perpetual license to access and use Destiny Software listed in the Quote according to the Follett Software, LLC Product Licensing Terms incorporated into this Agreement by reference and available at the following URL <https://customers.follettsoftware.com/files/fsc/file/cms/DestinyLicense.pdf> as they may be updated from time to time, and any applicable documentation, delivered by Follett in paper, digital or electronic form for use with the Software ("Documentation"). Licenses may be modified or transferred by Customer; Follett reserves the right to charge additional fees for such license modification or transfer. In the event of a conflict between the terms of this Agreement and the Follett Software, LLC Product Licensing Terms, the terms of this Agreement shall govern. Access or use of certain additional or special features of Destiny requires that Customer maintains current Follett Support and Maintenance.

Except as specifically permitted in this Agreement, Customer shall not directly or indirectly: (a) reverse engineer, decompile, disassemble, or otherwise try to discover any source code or underlying ideas or algorithms of the Software (except and only to the extent that these restrictions are expressly prohibited by applicable statutory law); (b) encumber, sublicense, transfer, assign, loan, distribute or use the Software or any portion thereof to or for the benefit of any third party (e.g., service bureau arrangement); (c) copy, create derivative works of or otherwise modify any Software; (d) permit or allow any users to use the Software to post materials that may infringe, violate, or misappropriate any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right or (e) permit any third party to do so. Customer acknowledges that the Software may contain code or require devices that detect or prevent unauthorized use of, or automatically disable, the

Software.

3. **SUPPORT AND MAINTENANCE.** "Support and Maintenance" includes Implementation Services, Post-Implementation Support Services and other support and maintenance services which may be purchased under this Agreement and which shall be forth in detail, including Customer's obligations related thereto, under a Statement of Work attached to and incorporated into and referencing this Agreement ("SOW"). Customer will receive any corrections, enhancements, updates or other modifications to the Software to the extent they are made generally available to Follett's customers utilizing the same Software Products in the same country, provided Customer has continuously maintained and paid for Support and Maintenance or makes payment to become current on continuous Support and Maintenance. The 12-month support period renewal periods (each, a "Support Renewal Period") shall begin on the first anniversary of the date of delivery of the Software. Fees for each Support Renewal Period shall be invoiced, and due and payable, at least thirty (30) days in advance of the start of each such Support Renewal Period. Fees may apply for certain data services and additional training services

4. **TERM AND TERMINATION.** The term of this Agreement shall be one (1) year (the "Initial Term") with automatic renewal (each a "Renewal Term" and together with the Initial Term, the "Term") for successive one-year Renewal Terms unless Customer provides Follett written notice of non-renewal at least 45 days prior to the end of the Term.

4.1. **No Termination for Convenience.** Customer is not entitled to terminate this Agreement for any reason other than for the specific reasons set out in this Agreement or as expressly mandated by law. No termination for convenience will be permitted ☐ unless ☐ if Customer is a governmental entity that is bound to statutory provisions which prevent it from committing to the payment of funds beyond its fiscal year, and if such funds are not appropriated for the applicable Services, then Customer may terminate, without liability hereunder, only the Services for which such funds have not been appropriated, provided that Customer shall remain obligated to pay all fees through the end of the fiscal year for which funds have been appropriated. Follett reserves the right to require evidence of such non-appropriation.

4.2. **Termination for Cause.** Either party may terminate this Agreement (a) if the other party materially breaches a provision of this Agreement and fails to cure such breach within thirty (30) days (5 days in the case of any non-payment) after receiving notice of such breach from the non-breaching party or (b) immediately upon notice, if the other party makes an assignment for the benefit of creditors, or a receiver, trustee in bankruptcy or similar officer is appointed to take charge of any or all of the other party's property, or the other party seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding or such a proceeding is instituted against the other party and is not dismissed within 90 days, or the other party becomes insolvent or, without a successor, dissolves, liquidates or otherwise fails to operate in the ordinary course.

4.3. **Effects of Termination.** Upon termination or expiration of this Agreement for any reason, including any early termination, all rights, obligations and licenses of the parties hereunder, including without limitation, the license and all rights to use the Software, shall cease, except that (a) all obligations

that accrued prior to the effective date of termination (including without limitation, payment obligations) and any remedies for breach of this Agreement shall survive any termination; (b) Customer will be provided an opportunity to export, using the built-in export features of the Software, Customer Data in a reasonable timeframe, not to exceed 45 days following expiration of the Term, after which Follett shall terminate the Customer's access to the Service and, upon confirmation from Customer that Customer does not intend to renew the Services, or upon Customer's failure to communicate to Follett their intent to renew the Services within forty-five (45) days of the end of the Term, destroy all Customer Data in Follett's possession within ninety (90) days following expiration of the Term, or earlier if required by a separate written agreement between the parties, without any obligation to provide further notice to Customer; and (c) the provisions of Sections 9 (Payment Terms), 10 (Proprietary Rights), 11 (Warranties and Disclaimers), 12 (Limitation of Liability), 13 (Confidentiality), and 14 (General Provisions) and this Section 4.4 shall also survive. In the event of non-payment, Follett may terminate Customer's access to the Hosted Service after five (5) days. If Customer requires assistance from Follett to export the Customer Data, Follett shall determine the format in which such Customer Data shall be provided to Customer, and Follett shall charge Customer for its services at a price to be quoted by Follett upon request. Notwithstanding any expiration or earlier termination of this Agreement, the terms and conditions herein shall remain in effect for so long as Customer is accessing the Destiny Solution.

4.4. **No Refunds or Credit.** Unless otherwise specified in writing, Customer shall not be entitled to any refund of or credit for fees paid, including, but not limited to, when a Customer terminates the Services at any point during the Initial Term or any Renewal Term.

5. **TRANSITION FROM DESTINY TO ACCESSIT.** Customers who have an active Destiny Solution agreement are eligible to transition to Accessit during the Term.

5.1. **Transition Request.** To initiate a transition, Customer must submit a written request to their Customer Success representative.

5.2. **Pricing and Billing Adjustments.** Customer will not incur additional fees when transferring to Accessit. Customer may, however, elect to undergo Accessit training for an additional cost agreed to by the parties. Upon renewal, Customer will be billed at the list price for Accessit.

5.3. **Data and Feature Migration.** Follett will make commercial reasonable efforts to ensure the seamless migration of Customer data, features, and configurations from the Destiny Solution to Accessit. Certain features or data formats may not be transferrable due to differences in product functionality.

5.4. **Transition Term and Renewal.** Following the transition, the Term for Accessit will remain aligned with the original Term of the Destiny Solution unless otherwise agreed in writing. At the end of the Term, the Accessit subscription will automatically renew pursuant to Section 4.

5.5. **Restrictions.** Follett reserves the right to deny a transition request in cases of suspected misuse, breach of contract, or non-compliance with Follett's policies.

5.6. ☐ **Limitation of Liability.** Follett shall not be liable for any loss, interruption, or damage resulting from the transition process.

6. ☐ **THIRD PARTY EQUIPMENT AND SOFTWARE.** Customer acknowledges that Follett will not be responsible for the purchase, licensing or maintenance of any third-party equipment and/or software necessary for the performance of the Software.

7. ☐ **SECURITY.** Follett agrees to employ commercially reasonable security measures for provision of the Software. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, NEITHER FOLLETT NOR ITS SUCCESSORS OR ASSIGNS SHALL HAVE ANY LIABILITY FOR THE BREACH OF ITS SECURITY MEASURES OR THE INTEGRITY OF THE SOFTWARE, UNLESS CAUSED BY THE WILLFUL MISCONDUCT OF FOLLETT.

8. ☐ **DELIVERY AND INSTALLATION.** The Software will be delivered within 60 days from the date of Customer's execution of this Agreement. Follett will arrange for packing, insurance, shipment and delivery to the location designated by Customer. Customer will be charged for the cost of shipping the Software and the FOB point shall be the Customer's place of business.

9. ☐ **CUSTOMER RESPONSIBILITIES.** In addition to any other duties and obligations set forth in this Agreement, Customer will, within 90 days of acceptance of this Agreement, make the following purchases and/or arrange for the following licenses, and undertake the following responsibilities, all at Customer's sole cost and expense. If Customer fails to meet its obligations within 90 days of acceptance of this Agreement, Follett reserves the right to charge additional fees. Please note: **This Agreement does not include the cost or purchase of a central server and workstation hardware required for operating the Destiny™ Solution. Customer may need to obtain at its own expense a Microsoft SQL Server.** For information regarding these requirements, Customer may contact its Follett Sales Consultant.

9.1. ☐ Completion of any Customer requirements set forth in an SOW;

9.2. ☐ Purchase, licensing, other provision, and continuous operation of all servers and other hardware necessary to host and operate the Software, any third party software necessary in order to use the Software, as well as any computers, systems, routers, communication lines, parts, modems, interface equipment and workstations as necessary or reasonably appropriate for internet access and for electronic mail communications with Follett so that Follett may provide Support Services remotely for any Software during the Term of this Agreement, and as needed so that Customer may use the Software, in accordance with any minimum recommended technical specifications provided by Follett;

9.3. ☐ Maintaining the security of all servers, hardware, transmissions, and access to the Software and personal data associated with the use thereof, and neither Follett nor its successors or assigns shall have any liability for the breach of any security;

9.4. ☐ Inspection and review of all reports and other output provided by Follett and notification to Follett of any incorrect reports or output within three business days after its receipt (or other mutually agreed upon time frame) provided however that if reports are not received within this time frame, Follett reserves the right to charge its then-current hourly fees for any related modifications or services;

9.5. ☐ Training of appropriate Customer personnel to properly and effectively utilize the Software; and



- 9.6. ☐ Cooperation with Follett by, among other things, making available as reasonably requested management decisions, information, approvals, and acceptances in order that Follett may properly accomplish its obligations and responsibilities under this Agreement.

## 10. FEES AND PAYMENT TERMS.

- 10.1. **Fees.** Customer agrees to pay Follett the annual Software License Fee and all other fees for Services specified in the Agreement or any additional SOW entered into by the parties, in the amounts and at the times specified therein. At the conclusion of the license period stated in Customer's purchasing document, Follett may increase the fees for subsequent license periods, in Follett's sole discretion, and Follett shall provide prior written notice to Customer of any such change. If Customer does not agree to the change in fees, Customer's sole remedy is to terminate this Agreement pursuant to the terms hereof.
- 10.2. **Other Charges.** Customer agrees that Follett will have the right to charge in accordance with its then current policies for any Services resulting from (a) Software that has been modified by Customer whether or not such modification is permitted hereunder, (b) Customer's failure to utilize the then current release of the Software, or (c) problems, errors or inquiries relating to hardware or software other than the Software. Follett may provide additional training materials or services, upon such terms and conditions (including without limitation, price) as the parties may agree in writing.
- 10.3. **Payment Terms.** Unless specified otherwise, in order to continue avoid interruptions in the Services all amounts due hereunder shall be paid within thirty (30) days after the invoice date in US dollars at Follett's address (or, at its option, to an account specified by Follett). Any amount not paid when due shall incur a late payment charge calculated from the invoice date at the rate of 1.5% per month or the maximum amount permitted by law, whichever is less. Customer shall be responsible for providing Follett updated billing contact information. Customer agrees to reimburse Follett for all reasonable costs including, without limitation, attorneys' fees and costs, incurred in collecting payments. All payments required by this Agreement are exclusive of federal, state, local and foreign taxes, duties, tariffs, levies, withholdings and similar assessments (including without limitation, sales taxes, use taxes and value added taxes). Customer is responsible for any taxes due. Unless otherwise provided in this Agreement, all payments made hereunder are non-refundable.

## 11. PROPRIETARY RIGHTS.

- 11.1. **Customer Data.** All Customer personally identifiable information and other data entered into the Services by Customer, but excluding (i) any De-Identified Data and (ii) general system data including, without limitation, user logs or system usage reports (collectively, "Customer Data") will remain Customer's property. Follett may use aggregated and de-identified Customer Data from which personally identifiable information and other similar attributes have been removed to prevent individual identification ("De-Identified Data") for the purpose of recommending books, improving Follett's products or services, or similar internal business purposes, to the extent permitted by applicable law. Follett shall own all intellectual property rights, including copyright, trademark, patent and trade secret rights in and to the Software, and this Agreement shall not be



construed as a transfer of any right, title or interest in the Software.

- 11.2. **License.** During the Term of this Agreement, Customer grants to Follett the limited, nonexclusive right and license to copy, display, perform, modify and otherwise use and process (and permit others to use and process) any Customer Data solely for the purpose of rendering the services provided hereunder to Customer and as otherwise described herein.

## 12. WARRANTIES AND DISCLAIMERS.

- 12.1. **By Follett.** Follett warrants that the services provided under any applicable SOW will be performed using generally accepted industry standards and practices. Follett's limited warranty covering the Software is set forth in the Follett Software, LLC Product Licensing Terms:  
[https://customers.follettsoftware.com/\\_files/fsc/file/cms/DestinyLicense.pdf](https://customers.follettsoftware.com/_files/fsc/file/cms/DestinyLicense.pdf).
- 12.2. **By Customer.** Customer warrants to Follett that (i) Customer has all requisite power and authority to execute and deliver the Agreement and to perform its obligations hereunder, and that it will perform such obligations in a timely manner; (ii) the Agreement has been duly and validly executed and delivered by Customer, and constitutes Customer's valid and binding obligation, enforceable against Customer in accordance with its terms; (iii) it presently has sufficient funds and will have sufficient funds available to timely pay Follett all amounts due or that will come due under the Agreement; (iv) it will strictly comply (and ensure compliance by its end-users) with all applicable local, state and federal laws, rules and regulations and Customer's policies relating in any way to use of the Software and Services, Customer Data and Customer's performance under the Agreement, including the Children's Online Privacy Protection Act (COPPA) and the Family Educational Rights and Privacy Act (FERPA). Customer shall obtain all necessary licenses or permits and any other government approval necessary for the use of the Software and Services.
- 12.3. **Disclaimers.** EXCEPT AS SPECIFICALLY PROVIDED HEREIN OR IN THE PRODUCT TERMS, THE SOFTWARE, DOCUMENTATION AND SUPPORT AND MAINTENANCE SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. FOLLETT DOES NOT WARRANT THAT THE SOFTWARE OR SERVICES PROVIDED HEREUNDER WILL MEET CUSTOMER'S REQUIREMENTS, OR THAT THEIR OPERATION WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ANY ERRORS CAN OR WILL BE FIXED. THE LIMITED WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE, FOR THE BENEFIT OF CUSTOMER ONLY AND IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED (INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, STATUTORY OR OTHERWISE), AND ALL WARRANTIES ARISING FROM ANY COURSE OF DEALING OR PERFORMANCE OR USAGE OF TRADE.

13. **LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL FOLLETT, ITS AFFILIATES, OR THEIR RESPECTIVE DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS AND REPRESENTATIVES (COLLECTIVELY, THE "FOLLETT PARTIES") BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, RELIANCE, SPECIAL, OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, BUSINESS INTERRUPTIONS, LOSS OR INACCURACY OF DATA, LOSS OR INTERRUPTION OF USE OR COST OF PROCURING SUBSTITUTE





TECHNOLOGY, GOODS OR SERVICES, LOSS OF BUSINESS INFORMATION OR OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF THE SOFTWARE OR SERVICES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE, AND EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOLLETT PARTIES' TOTAL LIABILITY FOR ANY CLAIMS BROUGHT BY CUSTOMER REGARDING THE SOFTWARE AND SERVICES IS LIMITED TO THE AMOUNT OF ANY PAYMENTS MADE BY CUSTOMER DURING THE TWELVE MONTHS PRECEDING CUSTOMER'S NOTICE OF THE CLAIM TO FOLLETT. THESE LIMITATIONS ARE INDEPENDENT FROM ALL OTHER PROVISIONS OF THIS AGREEMENT AND SHALL APPLY NOTWITHSTANDING THE FAILURE OF ANY REMEDY PROVIDED HEREIN.

#### 14. CONFIDENTIALITY.

14.1. **Definition.** "Confidential Information" means all trade secrets, know-how, software and other financial, business or technical information disclosed by or for a party in relation to this Agreement, but not including any information the receiving party can demonstrate is (a) rightfully furnished to it without restriction by a third party without breach of any obligation to the disclosing party, (b) generally available to the public without breach of this Agreement or (c) independently developed by it without reliance on such information. All Software and, to the extent allowable by applicable law, pricing information is deemed to be Follett's Confidential Information. All Customer Data is deemed to be Customer's Confidential Information.

14.2. **Confidentiality.** Except for the specific rights granted by this Agreement, neither party shall use or disclose any of the other's Confidential Information without its written consent and use reasonable care to protect the other's Confidential Information. Each party shall be responsible for any breach of confidentiality by its employees and contractors. Promptly after any termination of this Agreement (or at the disclosing party's request at any other time), the receiving party shall return all of the other's tangible Confidential Information, permanently erase all Confidential Information from any storage media and destroy all information, records and materials developed there from. Each party may disclose only the general nature, but not the specific terms, of this Agreement without the prior consent of the other party; provided, either party may provide a copy of this Agreement or otherwise disclose its terms in connection with any financing transaction, due diligence inquiry or governmental audit or inquiry.

14.3. **Legal Disclosure.** The Agreement will not prevent the receiving party from disclosing Confidential Information of the disclosing party to the extent required by a judicial order or other legal obligation (e.g., laws and regulations), provided that, in such event, the receiving party shall promptly notify the disclosing party to allow intervention, and shall cooperate with the disclosing party to contest or minimize the scope of the disclosure (including application for a protective order). Each party shall advise the other party in writing of any misappropriation or misuse of Confidential Information of the other party of which the notifying party becomes aware.

#### 15. GENERAL PROVISIONS.

15.1. **Entire Agreement.** This Agreement (including the schedules, exhibits, SOWs, and all other Terms incorporated herein) constitutes the entire agreement, and supersedes all prior negotiations,



understandings or agreements (oral or written), between the parties about the subject matter of this Agreement. Any different or additional terms on any related purchase order, confirmation or similar form, even if signed by the parties hereafter, shall have no effect under this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be an original, but taken together shall constitute one and the same instrument. Execution of a facsimile copy shall have the same force and effect as execution of an original, and a facsimile signature shall be deemed an original and valid signature. No change or waiver may be made to this Agreement unless in writing and signed by both parties. The failure of either party to enforce its rights under this Agreement at any time for any period will not be construed as a waiver of such rights. Except as specifically provided otherwise, each right and remedy in this Agreement is in addition to any other right or remedy, at law or in equity. If any provision of this Agreement is determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

- 15.2. **General Learning.** Customer agrees that Follett retains the right to reuse, without Customer's consent or any obligation to account, its generalized knowledge, experience, know-how and technologies (including ideas, concepts, processes and techniques) related to the Software or acquired during performance of the services described herein; provided, in no event will Follett use or disclose Customer's Confidential Information in violation of this Agreement.
- 15.3. **Force Majeure.** Neither party will be liable to the other for any failure or delay caused by any events beyond such party's control such as, without limitation, acts or omissions of governmental or military authorities, acts of God, floods, fires, terrorism, labor disturbances, disruption of telecommunications, disruption of power or other essential services, interruption or termination of service provided by any service providers being used by Follett, or network outages.
- 15.4. **Publicity.** Customer hereby consents to inclusion of its name in customer listings that may be published as part of Follett 's or its affiliates' marketing efforts, in any media, without any obligation of notice to Customer or review by Customer.
- 15.5. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to its conflicts of law provisions. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. The sole jurisdiction and venue for actions related to this Agreement will be the state or federal courts located in Cook County, Illinois, and both parties consent to the jurisdiction of such courts with respect to any such action. In any action or proceeding in state or federal court to enforce this Agreement, the prevailing party will be entitled to recover from the other party the actual costs and expenses (including reasonable attorneys' fees) that it incurred in connection with such action or proceeding and enforcing any judgment or order obtained.
- 15.6. **Relief.** Each party agrees that, in the event of any breach or threatened breach of Section 2 or 13, the non-breaching party will suffer irreparable damage for which it will have no adequate remedy at law. Accordingly, the non-breaching party shall be entitled to injunctive and other equitable remedies to prevent or restrain such breach or threatened breach, without the necessity of posting any bond or surety.

- 15.7. **Notices and Consents.** All notices and consents under this Agreement will be in writing, in English and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by e-mail; the day after being sent, if sent next day delivery by recognized overnight delivery service; or upon receipt, if sent by certified or registered mail, return receipt requested.
- 15.8. **Assignment.** Neither party shall assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that either party may assign its rights or delegate its obligation, in whole or in part, without such consent, to (a) one or more of its Affiliates, (b) an entity that acquires all or substantially all of the business or assets of such party, or all or substantially all of the business or assets of the subject business unit of such party, to which this Agreement pertains, whether by merger, reorganization, acquisition, sale, or otherwise.
- 15.9. **Independent Contractors.** The parties shall be independent contractors under this Agreement, and nothing herein will constitute either party as the employer, employee, agent or representative of the other party, or both parties as joint venturers or partners for any purpose.

**STANDARD STUDENT DATA PRIVACY AGREEMENT**

**San Ysidro School District**

**and**

**Follett Software, LLC**

May 22, 2025



This Student Data Privacy Agreement (“**DPA**”) is entered into on the date of full execution (the “**Effective Date**”) and is entered into by and between:

San Ysidro School District, located at 4350 Otay Mesa Road, San Ysidro CA 92173 (the “**Local Education Agency**” or “**LEA**”) and Follett Software, LLC, located at 1340 Ridgeview Drive, McHenry, IL 60050 (the “**Provider**”)

**WHEREAS**, the Provider is providing educational or digital services to LEA.

**WHEREAS**, the Provider and LEA recognize the need to protect personally identifiable student information and other regulated data exchanged between them as required by applicable laws and regulations, such as the Family Educational Rights and Privacy Act (“**FERPA**”) at 20 U.S.C. § 1232g (34 CFR Part 99); the Children’s Online Privacy Protection Act (“**COPPA**”) at 15 U.S.C. § 6501-6506 (16 CFR Part 312), applicable state privacy laws and regulations and

**WHEREAS**, the Provider and LEA desire to enter into this DPA for the purpose of establishing their respective obligations and duties in order to comply with applicable laws and regulations.

**NOW THEREFORE**, for good and valuable consideration, LEA and Provider agree as follows:

1. A description of the Services to be provided, the categories of Student Data that may be provided by LEA to Provider, and other information specific to this DPA are contained in the Standard Clauses hereto.
2. **Special Provisions. Check if Required (SYSD - NOT APPLICABLE)**  
  
☐ If checked, the Provider has signed **Exhibit “E”** to the Standard Clauses, otherwise known as General Offer of Privacy Terms.
3. In the event there is conflict between the terms of the DPA and any other writing, including, but not limited to the Service Agreement and Provider Terms of Service or Privacy Policy the terms of this DPA shall control.
4. This DPA shall stay in effect for three years.
5. The services to be provided by Provider to LEA pursuant to this DPA are detailed in **Exhibit “A”** (the “**Services**”).
6. **Notices.** All notices or other communication required or permitted to be given hereunder may be given via e-mail transmission, or first-class mail, sent to the designated representatives below.

The designated representative for the LEA for this DPA is:

Name: Manuel Bojorquez Title: Assistant Superintendent

Address: 4350 Otay Mesa Road, San Ysidro CA 92173

Phone: (619)428-4476 Email: [manuel.bojorquez@sysdschools.org](mailto:manuel.bojorquez@sysdschools.org)

The designated representative for the Provider for this DPA is:

Name: Jim Butler Title: VP, Worldwide Engineering

Address: 1340 Ridgeview Drive, McHenry, IL 60050

Phone: 877-899-8550 Email: [privacy@follettsoftware.com](mailto:privacy@follettsoftware.com)

**IN WITNESS WHEREOF**, LEA and Provider execute this DPA as of the Effective Date.

**LEA: San Ysidro School District**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: Marilyn Adrianzen Title/Position: Chief Business Official

**PROVIDER: Follett Software, LLC**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: Jim Butler Title/Position: VP, Worldwide Engineering

## ARTICLE I: PURPOSE AND SCOPE

1. **Purpose of DPA.** The purpose of this DPA is to describe the duties and responsibilities to protect Student Data including compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time. In performing these services, the Provider shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the LEA. Provider shall be under the direct control and supervision of the LEA, with respect to its use of Student Data
2. **Student Data to Be Provided.** In order to perform the Services described above, LEA shall provide Student Data as identified in the Schedule of Data, attached hereto as **Exhibit “B”**.
3. **DPA Definitions.** The definition of terms used in this DPA is found in **Exhibit “C”**. In the event of a conflict, definitions used in this DPA shall prevail over terms used in any other writing, including, but not limited to the Service Agreement, Terms of Service, Privacy Policies etc.

## ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

1. **Student Data Property of LEA.** All Student Data transmitted to the Provider pursuant to the Service Agreement is and will continue to be the property of and under the control of the LEA. The Provider further acknowledges and agrees that all copies of such Student Data transmitted to the Provider, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this DPA in the same manner as the original Student Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to Student Data contemplated per the Service Agreement, shall remain the exclusive property of the LEA. For the purposes of FERPA, the Provider shall be considered a School Official, under the control and direction of the LEA as it pertains to the use of Student Data, notwithstanding the above.
2. **Parent Access.** To the extent required by law the LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Education Records and/or Student Data correct erroneous information, and procedures for the transfer of student-generated content to a personal account, consistent with the functionality of services. Provider shall respond in a reasonably timely manner (and no later than forty five (45) days from the date of the request or pursuant to the time frame required under state law for an LEA to respond to a parent or student, whichever is sooner) to the LEA’s request for Student Data in a student’s records held by the Provider to view or correct as necessary. In the event that a parent of a student or other individual contacts the Provider to review any of the Student Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the LEA, who will follow the necessary and proper procedures regarding the requested information.
3. **Separate Account.** If Student-Generated Content is stored or maintained by the Provider, Provider shall, at the request of the LEA, transfer, or provide a mechanism for the LEA to transfer, said Student-Generated Content to a separate account created by the student.
4. **Law Enforcement Requests.** Should law enforcement or other government entities (“Requesting Party(ies)”) contact Provider with a request for Student Data held by the Provider pursuant to the Services, the Provider shall notify the LEA in advance of a compelled disclosure to the Requesting Party, unless lawfully directed by the Requesting Party not to inform the LEA of the request.
5. **Subprocessors.** Provider shall enter into written agreements with all Subprocessors performing functions for the Provider in order for the Provider to provide the Services pursuant to the Service Agreement, whereby the Subprocessors agree to protect Student Data in a manner no less stringent than the terms of this DPA.

### ARTICLE III: DUTIES OF LEA

1. **Provide Data in Compliance with Applicable Laws.** LEA shall provide Student Data for the purposes of obtaining the Services in compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time.
2. **Annual Notification of Rights.** If the LEA has a policy of disclosing Education Records and/or Student Data under FERPA (34 CFR § 99.31(a)(1)), LEA shall include a specification of criteria for determining who constitutes a school official and what constitutes a legitimate educational interest in its annual notification of rights.
3. **Reasonable Precautions.** LEA shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the services and hosted Student Data.
4. **Unauthorized Access Notification.** LEA shall notify Provider promptly of any known unauthorized access. LEA will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access.

### ARTICLE IV: DUTIES OF PROVIDER

1. **Privacy Compliance.** The Provider shall comply with all applicable federal, state, and local laws, rules, and regulations pertaining to Student Data privacy and security, all as may be amended from time to time.
2. **Authorized Use.** The Student Data shared pursuant to the Service Agreement, including persistent unique identifiers, shall be used for no purpose other than the Services outlined in Exhibit A or stated in the Service Agreement and/or otherwise authorized under the statutes referred to herein this DPA.
3. **Provider Employee Obligation.** Provider shall require all of Provider's employees and agents who have access to Student Data to comply with all applicable provisions of this DPA with respect to the Student Data shared under the Service Agreement. Provider agrees to require and maintain an appropriate confidentiality agreement from each employee or agent with access to Student Data pursuant to the Service Agreement.
4. **No Disclosure.** Provider acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including without limitation, user content or other non-public information and/or personally identifiable information contained in the Student Data other than as directed or permitted by the LEA or this DPA. This prohibition against disclosure shall not apply to aggregate summaries of De-Identified information, Student Data disclosed pursuant to a lawfully issued subpoena or other legal process, or to subprocessors performing services on behalf of the Provider pursuant to this DPA. Provider will not Sell Student Data to any third party.
5. **De-Identified Data:** Provider agrees not to attempt to re-identify de-identified Student Data. De-Identified Data may be used by the Provider for those purposes allowed under FERPA and the following purposes: (1) assisting the LEA or other governmental agencies in conducting research and other studies; and (2) research and development of the Provider's educational sites, services, or applications, and to demonstrate the effectiveness of the Services; and (3) for adaptive learning purpose and for customized student learning. Provider's use of De-Identified Data shall survive termination of this DPA or any request by LEA to return or destroy Student Data. Except for Subprocessors, Provider agrees not to transfer de-identified Student Data to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior written notice has been given to the LEA who has provided prior written consent for such transfer. Prior to publishing any document that names the LEA explicitly or indirectly, the Provider shall obtain the LEA's written approval of the manner in which de-identified data is presented.



6. **Disposition of Data.** Upon written request from the LEA, Provider shall dispose of or provide a mechanism for the LEA to transfer Student Data obtained under the Service Agreement, within sixty (60) days of the date of said request and according to a schedule and procedure as the Parties may reasonably agree. Upon termination of this DPA, if no written request from the LEA is received, Provider shall dispose of all Student Data after providing the LEA with reasonable prior notice and, if applicable, receiving written confirmation of LEA's intent not to renew the Service Agreement. The duty to dispose of Student Data shall not extend to Student Data that had been De-Identified or placed in a separate student account pursuant to section II 3. The LEA may employ a "Directive for Disposition of Data" form, a copy of which is attached hereto as **Exhibit "D"**. If the LEA and Provider employ Exhibit "D," no further written request or notice is required on the part of either party prior to the disposition of Student Data described in Exhibit "D".
7. **Advertising Limitations.** Provider is prohibited from using, disclosing, or selling Student Data to (a) inform, influence, or enable Targeted Advertising; or (b) develop a profile of a student, family member/guardian or group, for any purpose other than providing the Service to LEA. This section does not prohibit Provider from using Student Data (i) for adaptive learning or customized student learning (including generating personalized learning recommendations); or (ii) to make product recommendations to teachers or LEA employees; or (iii) to notify account holders about new education product updates, features, or services or from otherwise using Student Data as permitted in this DPA and its accompanying exhibits

## **ARTICLE V: DATA PROVISIONS**

1. **Data Storage.** Where required by applicable law, Student Data shall be stored within the United States. Upon request of the LEA, Provider will provide a list of the locations where Student Data is stored.
2. **Audits.** No more than once a year, or following unauthorized access, upon receipt of a written request from the LEA with at least ten (10) business days' notice and upon the execution of an appropriate confidentiality agreement, the Provider will allow the LEA to audit the security and privacy measures that are in place to ensure protection of Student Data or any portion thereof as it pertains to the delivery of services to the LEA . The Provider will cooperate reasonably with the LEA and any local, state, or federal agency with oversight authority or jurisdiction in connection with any audit or investigation of the Provider and/or delivery of Services to students and/or LEA, and shall provide reasonable access to the Provider's facilities, staff, agents and LEA's Student Data and all records pertaining to the Provider, LEA and delivery of Services to the LEA. Failure to reasonably cooperate shall be deemed a material breach of the DPA.
3. **Data Security.** The Provider agrees to utilize administrative, physical, and technical safeguards designed to protect Student Data from unauthorized access, disclosure, acquisition, destruction, use, or modification. The Provider shall adhere to any applicable law relating to data security. The provider shall implement an adequate Cybersecurity Framework based on one of the nationally recognized standards set forth set forth in **Exhibit "F"**. Exclusions, variations, or exemptions to the identified Cybersecurity Framework must be detailed in an attachment to this DPA. Additionally, Provider may choose to further detail its security programs and measures that augment or are in addition to the Cybersecurity Framework in **Exhibit "F"**. Provider shall provide, in the Standard Schedule to the DPA, contact information of an employee who LEA may contact if there are any data security concerns or questions.
4. **Data Breach.** In the event of an unauthorized release, disclosure or acquisition of Student Data that compromises the security, confidentiality or integrity of the Student Data maintained by the Provider the Provider shall provide notification to LEA within seventy-two (72) hours of confirmation of the incident, unless notification within this time limit would disrupt investigation of the incident by law enforcement. In such an event, notification shall be made within a reasonable time after the incident. Provider shall follow the following process:

- (1) The security breach notification described above shall include, at a minimum, the following information to the extent known by the Provider and as it becomes available:
  - i. The name and contact information of the reporting LEA subject to this section.
  - ii. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
  - iii. If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.
  - iv. Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided; and
  - v. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.
- (2) Provider agrees to adhere to all federal and state requirements with respect to a data breach related to the Student Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.
- (3) Provider further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Student Data or any portion thereof, including personally identifiable information and agrees to provide LEA, upon request, with a summary of said written incident response plan.
- (4) LEA shall provide notice and facts surrounding the breach to the affected students, parents or guardians.
- (5) In the event of a breach originating from LEA's use of the Service, Provider shall cooperate with LEA to the extent necessary to expeditiously secure Student Data.
- (6) Notwithstanding any other provision in this DPA, Provider's total aggregate liability under this DPA shall be limited to the amount paid by the LEA to the Provider in the twelve (12) months prior to the relevant claim being made.

## **ARTICLE VI: GENERAL OFFER OF TERMS**

Provider may, by signing the attached form of "General Offer of Privacy Terms" (General Offer, attached hereto as **Exhibit "E"**), be bound by the terms of **Exhibit "E"** to any other LEA who signs the acceptance on said Exhibit. The form is limited by the terms and conditions described therein.

## **ARTICLE VII: MISCELLANEOUS**

1. **Termination.** In the event that either Party seeks to terminate this DPA, they may do so by mutual written consent so long as the Service Agreement has lapsed or has been terminated. Either party may terminate this DPA and any service agreement or contract if the other party breaches any terms of this DPA.
2. **Effect of Termination Survival.** If the Service Agreement is terminated, the Provider shall destroy all of LEA's Student Data pursuant to Article IV, section 6.
3. **Priority of Agreements.** This DPA shall govern the treatment of Student Data in order to comply with the privacy protections, including those found in FERPA and all applicable privacy statutes identified in this DPA. In the event there is conflict between the terms of the DPA and the Service Agreement, Terms of Service, Privacy Policies, or with any other bid/RFP, license agreement, or writing, the terms of this DPA shall prevail.

shall apply and take precedence. In the event of a conflict between additional terms attached hereto, the SDPC Standard Clauses, and/or the Supplemental State Terms, such additional terms will control, followed by the Supplemental State Terms. Except as described in this paragraph herein, all other provisions of the Service Agreement shall remain in effect.

4. **Entire Agreement.** This DPA and the Service Agreement constitute the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior communications, representations, or agreements, oral or written, by the Parties relating thereto. This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the signed written consent of both Parties. Neither failure nor delay on the part of any Party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege.
5. **Severability.** Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the Parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.
6. **Governing Law; Venue and Jurisdiction.** THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF THE LEA, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS FOR THE COUNTY OF THE LEA FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS DPA OR THE TRANSACTIONS CONTEMPLATED HEREBY.
7. **Successors Bound:** This DPA is and shall be binding upon the respective successors in interest to Provider in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business. In the event that the Provider sells, merges, or otherwise disposes of its business to a successor during the term of this DPA, the Provider shall provide written notice to the LEA no later than sixty (60) days after the closing date of sale, merger, or disposal. Such notice shall include a written, signed assurance that the successor will assume the obligations of the DPA and any obligations with respect to Student Data within the Service Agreement. The LEA has the authority to terminate the DPA if it disapproves of the successor to whom the Provider is selling, merging, or otherwise disposing of its business.
8. **Authority.** Each party represents that it is authorized to bind to the terms of this DPA, including confidentiality and destruction of Student Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Student Data and/or any portion thereof.
9. **Waiver.** No delay or omission by either party to exercise any right hereunder shall be construed as a waiver of any such right and both parties reserve the right to exercise any such right from time to time, as often as may be deemed expedient.

**EXHIBIT "A"**  
**DESCRIPTION OF SERVICES**

Unless specified otherwise (below), this DPA covers access to and use of Follett Software, LLC's existing Site, Software and Services, as well as any future Sites, Software or Services provided by Follett Software, LLC including, without limitation, all subdomains, software and mobile applications, and products owned and operated by Follett Software, LLC, its subsidiaries and/or other affiliates.

Provider's Destiny Software solutions and hosted services include, without limitation, Alliance Plus, Library Manager, Resource Manager and Titlepeek.

**EXHIBIT "B"**  
**SCHEDULE OF DATA**

Category of Data	Elements	Check if Used by Your System
Application Technology Meta Data	IP Addresses of users, Use of cookies, etc.	<input checked="" type="checkbox"/>
	Other application technology meta data-Please specify:	<input type="checkbox"/>
Application Use Statistics	Meta data on user interaction with application	<input checked="" type="checkbox"/>
Assessment	Standardized test scores	<input type="checkbox"/>
	Observation data	<input type="checkbox"/>
	Other assessment data-Please specify:	<input type="checkbox"/>
Attendance	Student school (daily) attendance data	<input type="checkbox"/>
	Student class attendance data	<input type="checkbox"/>
Communications	Online communications captured (emails, blog entries)	<input type="checkbox"/>
Conduct	Conduct or behavioral data	<input type="checkbox"/>
Demographics	Date of Birth	<input checked="" type="checkbox"/>
	Place of Birth	<input type="checkbox"/>
	Gender	<input checked="" type="checkbox"/>
	Ethnicity or race	<input checked="" type="checkbox"/>
	Language information (native, or primary language spoken by student)	<input type="checkbox"/>
	Other demographic information-Please specify: See below	<input checked="" type="checkbox"/>
Enrollment	Student school enrollment	<input checked="" type="checkbox"/>
	Student grade level	<input checked="" type="checkbox"/>
	Homeroom	<input checked="" type="checkbox"/>
	Guidance counselor	<input type="checkbox"/>
	Specific curriculum programs	<input type="checkbox"/>
	Year of graduation	<input checked="" type="checkbox"/>
	Other enrollment information-Please specify: See below	<input checked="" type="checkbox"/>
Parent/Guardian Contact Information	Address	<input type="checkbox"/>
	Email	<input type="checkbox"/>
	Phone	<input type="checkbox"/>

Category of Data	Elements	Check if Used by Your System
Parent/Guardian ID	Parent ID number (created to link parents to students)	<input type="checkbox"/>
Parent/Guardian Name	First and/or Last	<input checked="" type="checkbox"/>
Schedule	Student scheduled courses	<input checked="" type="checkbox"/>
	Teacher names	<input checked="" type="checkbox"/>
Special Indicator	English language learner information	<input type="checkbox"/>
	Low income status	<input type="checkbox"/>
	Medical alerts/ health data	<input type="checkbox"/>
	Student disability information	<input type="checkbox"/>
	Specialized education services (IEP or 504)	<input type="checkbox"/>
	Living situations (homeless/foster care)	<input type="checkbox"/>
	Other indicator information-Please specify:	<input type="checkbox"/>
Student Contact Information	Address	<input type="checkbox"/>
	Email	<input type="checkbox"/>
	Phone	<input type="checkbox"/>
Student Identifiers	Local (School district) ID number	<input checked="" type="checkbox"/>
	State ID number	<input type="checkbox"/>
	Provider/App assigned student ID number	<input checked="" type="checkbox"/>
	Student app username	<input checked="" type="checkbox"/>
	Student app passwords	<input checked="" type="checkbox"/>
Student Name	First and/or Last	<input checked="" type="checkbox"/>
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	<input type="checkbox"/>
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	<input type="checkbox"/>
Student Survey Responses	Student responses to surveys or questionnaires	<input type="checkbox"/>
Student work	Student generated content; writing, pictures, etc.	<input checked="" type="checkbox"/>
	Other student work data -Please specify: See below	<input checked="" type="checkbox"/>
Transcript	Student course grades	<input type="checkbox"/>
	Student course data	<input type="checkbox"/>
	Student course grades/ performance scores	<input type="checkbox"/>

Category of Data	Elements	Check if Used by Your System
	Other transcript data - Please specify:	<input type="checkbox"/>
Transportation	Student bus assignment	<input type="checkbox"/>
	Student pick up and/or drop off location	<input type="checkbox"/>
	Student bus card ID number	<input type="checkbox"/>
	Other transportation data – Please specify:	<input type="checkbox"/>
Other	<p>Please list each additional data element used, stored, or collected by your application:</p> <ul style="list-style-type: none"> <li>• Demographic Information in Destiny</li> <li>• Last name</li> <li>• First name</li> <li>• Middle name</li> <li>• Nickname</li> <li>• District ID</li> <li>• Gender</li> <li>• Birthdate</li> <li>• Graduation Year</li> <li>• Grade Level</li> <li>• Username</li> <li>• Password</li> <li>• <del>Email address (up to 5 – could include parent email)</del></li> <li>• Student barcode (identifier at school for library)</li> <li>• Patron type (used to define borrowing loan policies for library materials)</li> <li>• Card expiration date</li> <li>• Homeroom teacher</li> <li>• <del>Mailing address (up to 2)</del></li> <li>• Student photo/image</li> </ul>	<input checked="" type="checkbox"/>
None	No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable.	<input type="checkbox"/>

## **EXHIBIT "C"**

### **DEFINITIONS**

**De-Identified Data and De-Identification:** Records and information are considered to be de-identified when all personally identifiable information has been removed or obscured, such that the remaining information does not reasonably identify a specific individual, including, but not limited to, any information that, alone or in combination is linkable to a specific student and provided that the educational agency, or other party, has made a reasonable determination that a student's identity is not personally identifiable, taking into account reasonable available information.

**Educational Records:** Educational Records are records, files, documents, and other materials directly related to a student and maintained by the school or local education agency, or by a person acting for such school or local education agency, including but not limited to, records encompassing all the material kept in the student's cumulative folder, such as general identifying data, records of attendance and of academic work completed, records of achievement, and results of evaluative tests, health data, disciplinary status, test protocols and individualized education programs.

**Metadata:** means information that provides meaning and context to other data being collected; including, but not limited to: date and time records and purpose of creation Metadata that have been stripped of all direct and indirect identifiers are not considered Personally Identifiable Information.

**Operator:** means the operator of an internet website, online service, online application, or mobile application with actual knowledge that the site, service, or application is used for K–12 school purposes. Any entity that operates an internet website, online service, online application, or mobile application that has entered into a signed, written agreement with an LEA to provide a service to that LEA shall be considered an "operator" for the purposes of this section.

**Originating LEA:** An LEA who originally executes the DPA in its entirety with the Provider.

**Provider:** For purposes of the DPA, the term "Provider" means provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Student Data. Within the DPA the term "Provider" includes the term "Third Party" and the term "Operator" as used in applicable state statutes.

**Student Generated Content:** The term "student-generated content" means materials or content created by a student in the services including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of student content.

**School Official:** For the purposes of this DPA and pursuant to 34 CFR § 99.31(b), a School Official is a contractor that: (1) Performs an institutional service or function for which the agency or institution would otherwise use employees; (2) Is under the direct control of the agency or institution with respect to the use and maintenance of Student Data including Education Records; and (3) Is subject to 34 CFR § 99.33(a) governing the use and re-disclosure of personally identifiable information from Education Records.

**Service Agreement:** Refers to the Contract, Purchase Order or Terms of Service or Terms of Use.

**Student Data:** Student Data includes any data, whether gathered by Provider or provided by LEA or its users, students, or students' parents/guardians, that is descriptive of the student including, but not limited to,



information in the student's educational record or email, first and last name, birthdate, home or other physical address, telephone number, email address, or other information allowing physical or online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, individual purchasing behavior or preferences, food purchases, political affiliations, religious information, text messages, documents, student identifiers, search activity, photos, voice recordings, geolocation information, parents' names, or any other information or identification number that would provide information about a specific student. Student Data includes Meta Data. Student Data further includes "personally identifiable information (PII)," as defined in 34 C.F.R. § 99.3 and as defined under any applicable state law. Student Data shall constitute Education Records for the purposes of this DPA, and for the purposes of federal, state, and local laws and regulations. Student Data as specified in **Exhibit "B"** is confirmed to be collected or processed by the Provider pursuant to the Services. Student Data shall not constitute that information that has been anonymized or de-identified, or anonymous usage data regarding a student's use of Provider's services.

**Subprocessor:** For the purposes of this DPA, the term "Subprocessor" (sometimes referred to as the "Subcontractor") means a party other than LEA or Provider, who Provider uses for data collection, analytics, storage, or other service to operate and/or improve its service, and who has access to Student Data.

**Subscribing LEA:** An LEA that was not party to the original Service Agreement and who accepts the Provider's General Offer of Privacy Terms.

**Targeted Advertising:** means presenting an advertisement to a student where the selection of the advertisement is based on Student Data or inferred over time from the usage of the operator's Internet web site, online service or mobile application by such student or the retention of such student's online activities or requests over time for the purpose of targeting subsequent advertisements. "Targeted advertising" does not include any advertising to a student on an Internet web site based on the content of the web page or in response to a student's response or request for information or feedback.

**Third Party:** The term "Third Party" means a provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Education Records and/or Student Data, as that term is used in some state statutes. However, for the purpose of this DPA, the term "Third Party" when used to indicate the provider of digital educational software or services is replaced by the term "Provider."

## **EXHIBIT "D"**

### **DIRECTIVE FOR DISPOSITION OF DATA**

Provider to dispose of data obtained by Provider pursuant to the terms of the Service Agreement between LEA and Provider. The terms of the Disposition are set forth below:

#### 1. Extent of Disposition

\_\_\_\_\_ Disposition is partial. The categories of data to be disposed of are set forth below or are found in an attachment to this Directive:

\_\_\_\_\_ Disposition is complete. Disposition extends to all categories of data.

#### 2. Nature of Disposition

\_\_\_\_\_ Disposition shall be by destruction or deletion of data.

\_\_\_\_\_ Disposition shall be by a transfer of data. The data shall be transferred to the following site as follows:

#### 3. Schedule of Disposition

Data shall be disposed of by the following date:

\_\_\_\_\_ As soon as commercially practicable.

\_\_\_\_\_ By thirty (30) days from (i) the date of request or (ii) termination of the Agreement and, if applicable, further confirmation of LEA's intent not to renew the Service Agreement.

#### 4. Signature

\_\_\_\_\_  
Authorized Representative of LEA

\_\_\_\_\_  
Date

**EXHIBIT "E"**  
**GENERAL OFFER OF PRIVACY TERMS**

**1. Offer of Terms**

Provider offers the same privacy protections found in this DPA between it and

[DISTRICT NAME]

("Originating LEA") which is dated [DATE], to any other LEA ("Subscribing LEA") who accepts this

General Offer of Privacy Terms ("General Offer") through its signature below. This General Offer shall extend only to privacy protections, and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the Subscribing LEA may also agree to change the data provided by Subscribing LEA to the Provider to suit the unique needs of the Subscribing LEA. The Provider may withdraw the General Offer in the event of:

(1) a material change in the applicable privacy statutes; (2) a material change in the services and products listed in the originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Subscribing LEAs should send the signed **Exhibit "E"** to Provider at the following email address:

[privacy@follettsoftware.com](mailto:privacy@follettsoftware.com).

**PROVIDER:** Follett Software, LLC

BY: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: Jim Butler Title/Position: VP, Worldwide Engineering

**2. Subscribing LEA**

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA for the term of the DPA between the [DISTRICT NAME]

and the Provider. **\*\*PRIOR TO ITS EFFECTIVENESS, SUBSCRIBING LEA MUST DELIVER NOTICE OF ACCEPTANCE TO PROVIDER PURSUANT TO ARTICLE VII, SECTION 5. \*\***

**LEA:** \_\_\_\_\_

BY:

\_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title/Position: \_\_\_\_\_

SCHOOL DISTRICT NAME: \_\_\_\_\_

DESIGNATED REPRESENTATIVE OF LEA:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email: \_\_\_\_\_

**EXHIBIT “F”**  
**DATA SECURITY REQUIREMENTS**

The Education Security and Privacy Exchange (“Edspex”) works in partnership with the Student Data Privacy Consortium and industry leaders to maintain a list of known and credible cybersecurity frameworks which can protect digital learning ecosystems chosen based on a set of guiding cybersecurity principles\* (“Cybersecurity Frameworks”) that may be utilized by Provider.

Cybersecurity Frameworks

	MAINTAINING ORGANIZATION/GROUP	FRAMEWORK(S)
<input checked="" type="checkbox"/>	National Institute of Standards and Technology	NIST Cybersecurity Framework Version 1.1
<input type="checkbox"/>	National Institute of Standards and Technology	NIST SP 800-53, Cybersecurity Framework for Improving Critical Infrastructure Cybersecurity (CSF), Special Publication 800-171
<input type="checkbox"/>	International Standards Organization	Information technology — Security techniques — Information security management systems (ISO 27000 series)
<input type="checkbox"/>	Secure Controls Framework Council, LLC	Security Controls Framework (SCF)
<input type="checkbox"/>	Center for Internet Security	CIS Critical Security Controls (CSC, CIS Top 20)
<input type="checkbox"/>	Office of the Under Secretary of Defense for Acquisition and Sustainment (OUSD(A&S))	Cybersecurity Maturity Model Certification (CMMC, ~FAR/DFAR)

Please visit <http://www.edspex.org> for further details about the noted frameworks.

\*Cybersecurity Principles used to choose the Cybersecurity Frameworks are located here

# SAN YSIDRO SCHOOL DISTRICT

## GOVERNING BOARD AGENDA

**TO:** Governing Board

**BOARD MEETING DATE:** May 22, 2025

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

**FROM:**  
Educational Services  
Manuel Bojorquez, Assistant  
Superintendent

☐ Informational  
☒ Action

**AGENDA ITEM:** AGREEMENT WITH 6CRICKETS INC.

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### BACKGROUND INFORMATION:

The mission of 6crickets is to bring the best enrichment to every child. They use technologies to simplify the logistics of enrichment and expanded learning management with an ecosystem solution, so districts and schools can more easily host enrichment classes and extended care on school campuses where the students already are, community partners and enrichment providers can focus on teaching, and families can easily search, schedule and register activities with just one login, one form and know that their children are safe and being enriched in the out-of-school time.

Educational Services needs to renew the agreement with 6crickets Inc. to continue with the Expanded Learning Management Basic Tool platform to support the expanded learning program operations during the 2025-26 school year.

Cost implications include:

- School Dashboard - \$3,650.00 per school
- Restricted School Portal - \$1,000.00 per school
- Provider dashboard - \$2,500.00 per provider

The term of this agreement is from July 1, 2025, through June 30, 2026.

### RECOMMENDATION:

Approve the agreement with 6crickets for the Expanded Learning Management Basic Tool platform to support the District's expanded learning program operations for 2025-26 at the cost of \$35,050.00 from the ELO-P fund.

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### LCAP GOAL AND ACTION/SERVICE:

Goal 2: School Culture, Climate and Student Well-Being ~ Action 2.7: Director of Educational Services to oversee ASES/21st Century programs, ELOP, and the Pathways Enrichment Program. Utilize community partnerships to enhance student academic performance and promote social-emotional well-being for all students, with a specific focus on unduplicated students.

☒ **Renewal**   ☐ **New**   ☐ **Amendment**   ☐ **Ratify**   ☐ **Other**

Financial Implications?

Are funds for this item available in the 2025-2026 Budget?

Requisition #

☒ Yes

☐ No

☒ Yes

☐ No

\$35,050.00

(Amount)

ELO-P Fund

(Name of funding source and/or location)

---

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

# PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 23 day of May, 2025, by and between the San Ysidro School District, hereinafter called the "District", and

6Crickets, Inc.

Company/Consultant

(601)301-5758

Telephone Number

3225 126th Avenue NE, Bellevue, WA 98005

Address

www.6crickets.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, 2025

To June 30, 2026

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. Agreements are limited to a total of 5 years at which point a new Agreement will be needed.

## 2 FEES AND PAYMENTS

### 2.1 FEES

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

## **2.2 PAYMENTS**

Consultant shall submit to District an itemized invoice which indicates work completed by Consultant. District shall review each invoice and/or receipts submitted to determine that the work performed, and expenses incurred are in compliance with the provisions of this Agreement. District shall pay Consultant within 30-days of receipt of an acceptable invoice from Consultant.

## **3. ADDITIONAL SERVICES.**

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

## **4 RESPONSIBILITIES OF CONSULTANT**

### **4.1 ORGANIZATION**

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

### **4.2 COORDINATION OF SERVICES**

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

### **4.3 STANDARD OF CARE:**

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

### **4.4 INDEPENDENT CONSULTANT & ADDITIONAL PERSONNEL**

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

The Contractor 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. 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 appropriate to the Consultant’s profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. *(If applicable – see footnote next page)*  
**District waives \_\_\_\_\_**
5. **Improper Sexual Conduct:** \$1,000,000 per occurrence with an aggregate of not less than \$2,000,000 for damages because of bodily injury by reason of negligent hiring and supervision. May be included under General Liability.  
**District waives \_\_\_\_\_**
6. **Cyber Security Liability:** Coverage for both electronic and non-electronic data breach of \$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 judgments 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 and Professional Liability (Errors & Omissions) 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. The additional insured coverage must be provided in the form of an **Additional Insured Endorsement** to the Consultant's/SubConsultant's/Subcontractors' insurance. 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/SubConsultant/Subcontractor 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/SubConsultant/Subcontractor 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 thirty (30) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to District to date of the notice of termination and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

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

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

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

### 5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

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

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

## 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:

As a Contractor/Vendor of the District, you are responsible for ensuring that your agents and employees are complying with applicable state, county and District guidelines whenever services are performed on all District operated facilities.

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. Attachment 1)**

Per Ed Code 49406 and Assembly Bill 1667, the District requires 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.

<b>CONSULTANT:</b>	<b>6Crickets, Inc.</b>	
Name:	Helen Wang, Ph.D.	
Title:	CEO & Founder	
Address:	3225 126 <sup>th</sup> Avenue NE	
City/State/Zip Code:	Belleneue, WA 98005	
Telephone:	(601)301-5758	
Email:	helen@crickets.com	

<b>DISTRICT:</b>	<b>San Ysidro School District</b>	
Name:	Marilyn Adrianzen	<b>Manuel Bojorquez</b>
Title:	Chief Business Official	Assistant Superintendent
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	Manuel.bojorquez@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 or Exhibit 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

\_\_\_\_\_  
Firm Name

**San Ysidro School District**

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name, Title

**Marilyn Adrianzen, Chief Business Official**

\_\_\_\_\_  
Print Name, Title

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board Approved:

Revised 08-01-2020

## SCHOOL SAFETY CERTIFICATION FORM

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

The San Ysidro School District (District) has determined under Education Code Section 45125.1, subdivision (c) that in performing services under this contract, **Contractor/Consultant's employees and/or subconsultants/subcontractors may have potential contact with pupils, minors and/or persons in an incapacitated state.**

\_\_\_\_\_(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 certifies and agrees that services provided during the term of this agreement will be supervised by school certificated staff and/or a parent or legal guardian must be present during each contact with pupils (visit, treatment, evaluation, therapy, etc.)

\_\_\_\_\_(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: \_\_\_\_\_ 6Crickets, Inc. \_\_\_\_\_

Name/title of authorized representative (Print) \_\_\_\_\_ Helen J. Wang, Ph.D. \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_



6crickets Inc.  
Bellevue, WA 98005  
support@6crickets.com

## 6crickets and San Ysidro Expanded Learning Management Basic Tool Service Price Quote

4/28/2025

*6crickets has a singular mission, which is to bring the best expanded learning to every student through the best technologies for districts, schools, providers, instructors, and families.*

**San Ysidro ("Client")** partners with **6crickets Inc. ("6crickets")** in offering the 6crickets Expanded Learning Management Basic Tool Service to support expanded learning program operations at Client, with the goals of quality programs, student safety, equitable access, and efficient and accountable operations.

### What 6crickets shall provide

1. Modern, user-friendly one-stop registration portals for families:
  - a. A district program portal allows a family user to select a school and navigate to their students' school portal. For intersessional breaks, "See all programs" can be turned on to allow families to see all programs across all sites.
  - b. A school program portal for each of your schools allows their families together with their students to browse programs (including enrichment programs, extended care, field trips, etc.), read reviews, register for the programs that interest their students, and achieve choice-driven learning. After the registration, instructors, providers, schools and the district central office receive real-time roster information about the students automatically on their respective dashboard.
  - c. Families only need to fill out a single registration form with common questions for families across all program offerings and for all their children once for all.
  - d. Customizable registration forms let you ask additional questions for families during registration.
  - e. All emergency and pick-up contacts are tracked in the registration form.
  - f. Support wait-lists and invite wait-listed students to register.
  - g. Include waivers and cancellation policies for your programs.
  - h. Support priority registration
  - i. Register link or button for your district or school website.
  - j. Specific registration links for each individual session and/or program.
2. An online dashboard for each education partner:
  - a. District Dashboard for the district central office to manage schools, providers, seasons and rosters across school campuses

- b. School Dashboard for each school's principals, site coordinators, and front office personnel to manage providers at the school and access real-time rosters and attendance data across all activities at the school.
  - c. Provider Dashboard for each activity provider including Client itself to list programs along with images and videos, create sessions at different sites, assign instructors to sessions, access real-time rosters and attendance across sites, and generate custom rosters.
  - d. Instructor Dashboard for each instructor to access the real-time roster, take attendance, and sign out students digitally.
- 3. Mobile sign-out by families:
  - a. Families can sign out students with their signatures on their mobile devices during the pickup time by scanning a QR code.
  - b. Site coordinators or school staff can use their School Dashboard to release students as families pick up their students.
- 4. Access control:
  - a. Each dashboard allows multiple authorized users for management .
  - b. Each dashboard allows read-only access to rosters to certain users.
- 5. Comprehensive roster support at all dashboards:
  - a. Authorized users can enroll students individually or in bulk
  - b. Printable rosters in various formats.
  - c. Can email PDF rosters.
  - d. All rosters can be downloaded as a CSV file and read by spreadsheet software.
  - e. Digital attendance and printable attendance.
  - f. From-to-rosters to show which students are going from which home classroom to which after-school classroom.
  - g. Easy session registration link sharing with families or partners.
  - h. Ask guardians to provide reviews for the registered sessions to organically maintain program quality.
  - i. Student or guardian browsing: you can easily look up a student or a guardian to see which sessions they have been enrolled in and their attendance records.
- 6. Communications:
  - a. Instant registration confirmation email once families have completed registrations.
  - b. Reminder emails for both providers, instructors, and families for upcoming classes.
  - c. Email templates for quick communication with families.
  - d. Unlimited text messaging for emergencies.
  - e. Printable flyers of course offerings.
- 7. Reporting:
  - a. Enrollment reports at a glance on the number of registrations for a date range, since yesterday, compared with last year.



- b. Custom rosters: You can produce custom reports of any format (a subset of fields) for any sessions.
  - c. Revenue report: We provide a high fidelity cash flow report for all your payment transactions for both payments and refunds.
  - d. Attendance report at each session.
  - e. Daily attendance records for a date range.
  - f. Aggregate student attendance records for a date range.
  - g. Additional reports needed can be provided upon request.
8. Payments if applicable:
- a. We provide an easy payment process when you manage multiple providers: 6crickets can automatically pay your providers, your school or district if you charge a fee to receive revenue, and collect a 6crickets' convenience fee on top of the provider price.
  - b. Support you to raise funds through an optional school fee and/or donations.
  - c. Support installment payment plans.
  - d. Support delayed payments to minimize credit card fees in case of cancellations due to low enrollment.
  - e. Streamline scholarship support: guardians enter student ID and then fees are automatically waived or reduced based on your configuration.
9. Family reviews are automatically collected as organic data to evaluate program qualities.
10. We support an optional Restricted District or School Portal feature through sync-ing with your district or school's Student Information System:
- a. This feature allows families to register with either an email address or their mobile phone number. An authentication code will be sent to either the email or the phone number, depending on their choice. They can only log in to their account when they enter the correct authentication code. Once they log in, they can register programs for all their students under the same email or phone number.
  - b. This feature will automatically sync with your District's Student Information System (SIS) to have the latest student and family data.
  - c. District can configure at 6crickets to allow only students in a school to register for the programs taking place at the school. For inter-session (e.g., summer) programs, District can also configure in 6crickets to allow any district student to register for programs at any site.
11. Account management team for Client: We provide you a dedicated account management team to work together with you as one team to use our system strategically and effectively, get your feedback to continuously improve our system and service, and ensure your success.
12. Initial onboarding training: We provide a hands-on training webinar for district and school site staff. We also provide a hands-on training webinar for third-party providers who use 6crickets Provider Dashboards. Additional webinars or one-on-one video calls or phone

calls can be scheduled on-demand. In addition, we provide you an on-demand online course with bite-sized, step-by-step video tutorials.

13. Tech support: 6crickets Support Team provides prompt support and troubleshooting to every 6crickets user including the district or school staff, providers, instructors, and families through live online chat, email, or on-demand video calls or phone calls.
14. Provide privacy protection for district, school, student and provider data entered into the 6crickets portal and abide by California Student Data Privacy Law.

### What Client shall provide

1. Identify a primary contact for the entire management process and set up the school or district portal.
2. Identify, evaluate, and vet a set of well-qualified vendors.
3. Communicate with your school to help ensure vendor programs are appropriately scheduled throughout the week and avoid double-booking rooms or overlapping with school class schedules.
4. Communicate with your vendors on class schedules, listing process, and listing correctness and quality.
5. Train providers, their instructors, and parent volunteers (if relevant) on safety procedures and quality expectations.
6. Day-to-day monitoring and emergency handling (such as instructor no-shows, missing students, late instructors, late parents, etc.)

### Pricing

Description	# of years	# of units	Unit price	Total
School Dashboard per year per school	1	7	\$3,650.00	\$25,550
Restricted School Portal (sync-ing with SIS) per year per school	1	7	\$1,000.00	\$7,000
Provider Dashboard per year per provider	1	1	\$2,500.00	\$2,500
			Subtotal	\$35,050.00
			Adjustments	\$0.00
			<b>Grand total</b>	<b>\$35,050</b>

### Contract period:

July 1, 2025 to June 30, 2026

### Credit card payment processing through Stripe

Should you have the need of charging families, 6crickets supports payments as part of the registration process. The district can also generate revenue in the process to cover costs and raise scholarships.

6crickets utilizes Stripe for credit card payment processing. Stripe is certified as a PCI Level 1 provider, the most stringent level of certification available in the payments industry. Stripe serves millions of businesses including Amazon, Google, Microsoft, Salesforce, Uber, Lyft, Spotify,

6crickets.

Stripe enables automatic payments to multiple parties involved in a single transaction. So, in the 6crickets class registration process, when families pay by credit cards, the payment is automatically split among enrichment providers, the district, and 6crickets based on the fee percentages above.

Providers (and the district if Client wants to charge fees) are expected to have a Stripe account that is connected with each of their banks. 6crickets payments are automatically distributed to these Stripe accounts accordingly. The bank payout schedule from a Stripe account can be configured at Stripe.

All parties pay for credit card payment processing fees of 2.9% + 30 cents per transaction based on Stripe pricing.

### **Termination**

Either Client or 6crickets can terminate this contract for the next school year with a written notice at least *three* months before the next school year starts. Both parties are required to complete the service for the students at Client with the highest quality in the current school year under the contract.

Thank you for choosing 6crickets!

(Signature sheet on the next page)



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Kevin Rocci (Signature)  
Operations Specialist  
6crickets Inc  
Bellevue, WA

5/2/2025

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Date

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Acknowledged by (Signature)  
Marilyn Adrianzen, Chief Business Official  
San Ysidro ESD  
4350 Otay Mesa Road, San Ysidro, CA 92173

---

Date

**About 6crickets:**

6crickets, the nation's leading expanded learning management platform, empowers schools, districts, and organizations with the tools and turn-key solutions to bring the best expanded learning and out-of-school time programming to every student in every school. 6crickets is awarded by the National Science Foundation for its technology innovation in the out-of-school time. For more information, please visit <https://www.6crickets.com>.

# SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

**TO:** Governing Board

**BOARD MEETING DATE:** May 22, 2025

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

**FROM:**  
Manuel Bojorquez,  
Assistant Superintendent of  
Educational Leadership and Pupil  
Services

☒ Informational  
☐ Action

**AGENDA ITEM:** DATA USE AGREEMENT WITH CARELON BEHAVIORAL HEALTH, INC.

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## BACKGROUND INFORMATION:

The Children and Youth Behavioral Health Initiative (CYBHI) is part of the Master Plan for Kids' Mental Health, a historic investment by the State of California that takes a "whole child" approach to address the factors that contribute to the mental health and well-being of our children and youth.

For Carelon and the District to exchange data and documents containing individual and provider-specific information related to the Children and Youth Behavioral Health Initiative (hereinafter "CYBHI") statewide, an agreement is needed to ensure the integrity, security, and confidentiality of such data and documents as permitted by law. The agreement shall terminate at the time of completion of the CYBHI or when terminated by either party.

## RECOMMENDATION:

Approve the Data Use Agreement with Carelon Behavioral Health, Inc. for the disclosure and use of Children and Youth Behavioral Health Initiative data and documents to comply with grant requirements. Services will be provided at no cost to the District.

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## LCAP GOAL AND ACTION/SERVICE:

Goal #2: SCHOOL CULTURE, CLIMATE, AND STUDENT WELL-BEING Ensure that all students are educated in positive academic environments that are safe, welcoming, and drug free, while also equipping them with the necessary social-emotional skills to build resilience and thrive not only in an equitable educational environment but also in their community and beyond.

☐ Renewal ☒ New ☐ Amendment ☒ Ratify ☐ Other

Financial Implications?

☒ Yes ☐ No

Are funds for this item available in the 2024-2025 Budget?

☒ Yes ☐ No

Requisition #

TBD

(Amount)

CYBHI Grant

(Name of funding source and/or location)

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

**CARELON BEHAVIORAL HEALTH, INC.**  
**AND**

**SAN YSIDRO SCHOOL DISTRICT**

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**DATA USE AGREEMENT**

**AGREEMENT FOR DISCLOSURE AND USE OF CHILDREN AND YOUTH BEHAVIORAL HEALTH  
INITIATIVE DATA AND DOCUMENTS CONTAINING INDIVIDUAL AND  
PROVIDER-SPECIFIC INFORMATION**

In order to exchange data and documents between San Ysidro School District  
(hereinafter "LEA") related to the Children and Youth Behavioral Health Initiative (hereinafter "CYBHI") statewide, multi-payer fee schedule, and to ensure the integrity, security, and confidentiality of such data and documents, and to permit only appropriate disclosure and use as may be permitted by law, Carelon Behavioral Health, Inc. (hereinafter "Carelon") and LEA enter into this Data Use Agreement (hereinafter "Agreement") to comply with the following specific sections. This Agreement shall be binding on any successors to the parties (Carelon and LEA).

1. The Department of Health Care Services (hereinafter "DHCS") requires that its business associate, Carelon, must enter into a data use agreement with all participating LEAs and IHEs. This Agreement is by and between Carelon and LEA.
2. This Agreement addresses the conditions under which the parties will disclose, obtain and use CYBHI data file(s) as set out in Attachment A. This Agreement supplements any agreements between the parties with respect to the use of information from data and documents and overrides any contrary instructions, directions, agreements, or other understandings in or pertaining to any other prior communication from DHCS or any of its components with respect to the data specified in this Agreement. The terms of this Agreement may be changed only by a written modification to this Agreement or by the parties entering into a new agreement. The parties agree further those instructions or interpretations concerning this Agreement, and the data and documents specified herein, shall not be valid unless issued in writing by the applicable point of contact specified in Section 3.

3. The parties mutually agree that the following named individuals will be designated as “point- of- contact” for the Agreement:

Manuel Bojorquez, Asst. Superintendent (619) 428-4476 x3019	
Denise Villezcas, Coordinator of Student Services x3088	
LEA Contact Name and Title	LEA Contact Phone Number
manuel.bojorquez@sysdschools.org	denise.villezcas@sysdschools.org
LEA Contact Email Address	LEA Contact Mailing Address
Molly Roha-Fuentes, Director, Network Management CYBHITPA@Carelon.com	
Carelon Contact Name and Title	Carelon Contact Information

4. The parties mutually agree that the following specified Attachments are part of this Agreement:

- a. Attachment A: Data Files
5. The parties mutually agree, and in furnishing CYBHI data files hereunder each party relies upon such agreement, that such data file(s) will be used solely for the following purposes of exchanging data with each other as directed by DHCS in each party’s respective agreements with DHCS. The parties have determined that the CYBHI data files listed in Attachment A is the minimum amount needed for these purposes.
6. Some of the data specified in this Agreement may constitute Protected Health Information (PHI), including protected health information in electronic media (ePHI), under federal law, and Personal Information (PI) under state law. The parties mutually agree that the creation, receipt, maintenance, transmittal and disclosure of CYBHI data containing PHI or PI shall be subject to the provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (HITECH Act) and their implementing privacy and security regulations at 45 CFR Parts 160 and 164 (HIPAA regulations), the Final Omnibus Rule, the provisions of the California Information Practices Act, Civil Code section 1798 *et. seq.*, if applicable 42 CFR Part 2, and the provisions of other applicable federal and state law and to the extent applicable, Family Educational Rights and Privacy Act (FERPA). The parties specifically agree they will not use the Attachment A data for any purpose other than that stated in paragraph 5 of this Agreement. Both parties also specifically agree they will not use the other party’s data, by itself or in combination with any other data from any source, whether publicly available or not, to individually identify any person to anyone other than for the purposes as provided in this Agreement.

7. The following definitions shall apply to this Agreement. The terms used in this Agreement, but not otherwise defined, shall have the same meanings as those terms have in the HIPAA regulations or other applicable law. Any reference to statutory or regulatory language shall be to such language as in effect or as amended:
- a. "Breach" shall have the meaning given to such term under HIPAA, the HITECH Act, the HIPAA regulations, the Final Omnibus Rule, and the California Information Practices Act.
  - b. "Individually Identifiable Health Information" means health information, including demographic information collected from an individual, that is created or received by a health care provider, health plan, employer or health care clearinghouse, and relates to the past, present or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual, that identifies the individual or where there is a reasonable basis to believe the information can be used to identify the individual, as set forth under 45 CFR section 160.103.
  - c. "Personal Information" (PI) shall have the meaning given to such term in Civil Code section 1798.29.
  - d. "Protected Health Information" (PHI) means individually identifiable health information that is transmitted by electronic media, maintained in electronic media, or is transmitted or maintained in any other form or medium, as set forth under 45 CFR section 160.103.
  - e. "Required by law, as set forth under 45 CFR section 164.103," means a mandate contained in law that compels an entity to make a use or disclosure of PHI that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.
  - f. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI or PI, or confidential data that is essential to the ongoing operation of the User's organization and intended for internal use; or interference with system operations in an information system.
  - g. "Unsecured PHI" shall have the meaning given to such term under the HITECH Act, any guidance issued pursuant to such Act including, but not limited to, 42 USC section 17932(h), the HIPAA regulations and the Final Omnibus Rule.



8. Each party represents and warrants that, except as the other party shall authorize in writing, receiving party shall not disclose, release, reveal, show, sell, rent, lease, loan, or otherwise grant access to the data covered by this Agreement to any person, company or organization. Each party agrees that access to the data covered by this Agreement shall be limited to the minimum number of individuals necessary to achieve the purposes stated in this Agreement, or Attachment A, and to those individuals on a need-to-know basis only. Neither party shall use or further disclose the information other than is permitted by this Agreement or as otherwise required by law. Carelon shall not use the information to identify or contact any individuals other than is required for purposes of carrying out its obligations under the Agreement and/or its obligations to DHCS.
9. The parties agree to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the CYBHI data and to prevent unauthorized use or access to it. The safeguards shall provide a level and scope of security that is not less than the level and scope of security established in HIPAA, the HITECH Act, and the Final Omnibus Rule as set forth in 45 CFR, parts 160, 162 and 164 of the HIPAA Privacy and Security Regulations. The parties also agree to ensure that any agents, including a subcontractor, to whom they provide CYBHI data, agree to the same requirements for privacy and security safeguards for confidential data that apply to the parties with respect to such information.
10. Both parties acknowledge that in addition to the requirements of this Agreement, they must also abide by the privacy and disclosure laws and regulations under 45 CFR Parts 160 and 164 of the HIPAA regulations, section 14100.2 of the California Welfare & Institutions Code, Civil Code section 1798.3 et. seq. and the Alcohol and Drug Abuse patient records confidentiality law, if applicable 42 CFR Part 2, as well as any other applicable state or federal law or regulation. 42 CFR section 2.1(b)(2)(B) allows for the disclosure of such records to qualified personnel for the purpose of conducting management or financial audits, or program evaluation. 42 CFR Section 2.53(d) provides that patient identifying information disclosed under this section may be disclosed only back to the program from which it was obtained and used only to carry out an audit or evaluation purpose or to investigate or prosecute criminal or other activities, as authorized by an appropriate court order. Each party also agrees to ensure that any agents, including a subcontractor, to whom they provide the other party's data, agrees to the same restrictions and conditions that apply to the receiving party with respect to such information.
11. Each party agrees to report to the other party any use or disclosure of the information not provided for by this Agreement of which it becomes aware, immediately upon discovery. Such reports shall include a description of the use or disclosure including what information was compromised, how it was compromised, when the use or disclosure occurred, how it was discovered, what steps receiving party has taken to mitigate harm, and what steps disclosing party has taken to prevent similar incidents in the future, plus any additional information requested by receiving party. Disclosing party shall provide such cooperation as receiving party may reasonably request in connection with investigating and responding to any CYBHI data disclosure issue.

12. Each party agrees to train and use reasonable measures to ensure compliance with the requirements of this Agreement by employees who assist in the performance of functions or activities under this Agreement and use or disclose CYBHI data, and to discipline such employees who intentionally violate any provisions of this Agreement, including by termination of employment. In complying with the provisions of this section, each party shall observe the following requirements.
  - a. Each party shall provide information privacy and security training, at least annually, at its own expense, to all its employees who assist in the performance of functions or activities under this Agreement and use or disclose CYBHI data; and
  - b. Each party shall require each employee who receives information privacy and security training to sign a certification, indicating the employee's name and the date on which the training was completed.
13. From time to time, the disclosing party may, upon prior written notice and at mutually convenient times, inspect the facilities, systems, books, and records of the receiving party to monitor compliance with this Agreement. Receiving party shall promptly remedy any violation of any provision of this Agreement and shall certify the same to the disclosing party in writing. When LEA is the receiving party, certification shall be made to Carelon's Privacy Officer. The fact that the disclosing party inspects, or fails to inspect, or has the right to inspect, receiving party's facilities, systems and procedures does not relieve receiving party of their responsibility to comply with this Agreement.
14. Each party acknowledges that penalties under 45 CFR, parts 160, 162 and 164 of the HIPAA regulations, and section 14100.2 of the California Welfare & Institutions Code, including possible fines and imprisonment, may apply with respect to any disclosure of information in the file(s) that is inconsistent with the terms of this Agreement. Each party further acknowledges that criminal penalties under the Confidentiality of Medical Information Act (Civ. Code § 56) may apply if it is determined that the receiving party, or any individual employed or affiliated therewith, knowingly and willfully obtained any data under false pretenses.
15. By signing this Agreement, the parties agree to abide by all provisions set out in this Agreement and for protection of the CYBHI data file(s) specified in this Agreement and in Attachment A, and acknowledge having received notice of potential criminal, administrative, or civil penalties for violation of the terms of the Agreement. Further, each party agrees that any material violations of the terms of this Agreement or any of the laws and regulations governing the use of CYBHI data may result in denial of access to CYBHI data.

16. This Agreement shall terminate at the time of the completion of the CYBHI or when terminated by one of the parties, and at that time all CYBHI data provided by the disclosing party must be destroyed by the receiving party and an affidavit of destruction sent to the disclosing party's representative named in Section 4, unless data has been destroyed prior to the termination date and an affidavit of destruction sent to disclosing party. All representations, warranties and certifications shall survive termination. Notwithstanding the above, CYBHI data may be retained by the receiving party in the following circumstances:
- a. As required by applicable local, state, federal, or international law, regulation, or policy that necessitates retention of certain CYBHI data for a specified period.
  - b. In accordance with a litigation hold, in the event of actual or probable litigation.
  - c. In observance of audit requirements that mandate CYBHI data availability for specified periods post-transaction.
  - d. For archival purposes if deemed necessary for the continuance of the receiving party's business operations.
  - e. As part of the receiving party's backup and disaster recovery procedures.
  - f. To fulfill any obligations that are explicitly stated in this Agreement that require the retention of specific CYBHI data beyond the termination of the Agreement.
  - g. To comply with any request by the disclosing party to the receiving party to retain specific CYBHI data for a particular period.
17. Termination for Cause. Upon a party's knowledge of a material breach or violation of this Agreement by the other party, the party may provide an opportunity for the other party to cure the breach or end the violation and may terminate this Agreement if the other party does not cure the breach or end the violation within the time specified by the non-breaching party. Non-breaching party may terminate this Agreement immediately if the other party breaches a material term and the non-breaching party determines, in its sole discretion, that cure is not possible or available under the circumstances. Upon termination of this Agreement, breaching party must destroy all PHI and PI in accordance with Section 16, above. The provisions of this Agreement governing the privacy and security of the PHI and PI shall remain in effect until all PHI and PI is destroyed or returned to the disclosing party.
18. This Agreement may be signed in counterpart and all parts taken together shall constitute one agreement. The Agreement is effective upon signature by both parties (Carelton and LEA).

19. On behalf of LEA, the undersigned individual hereby attests that they are authorized to enter into this Agreement and agrees to all the terms specified herein.

\_\_\_\_\_  
Signature of LEA/Company/Organization Authorized Representative

Marilyn Adrianzen  
Printed Name of Authorized Representative

Chief Business Official  
Title of Authorized Representative

\_\_\_\_\_  
Board approved:  
Date

San Ysidro School District  
LEA/Company/Organization Name

\_\_\_\_\_  
LEA NPI Number

95-6002821  
LEA Tax Identification Number

(619) 428-4476  
LEA/Company/Organization Phone Number and Email Address

4350 Otay Mesa Road  
LEA/Company/Organization Address

San Ysidro, CA 92173  
LEA/Company/Organization City/State/ZIP

20. On behalf of Carelon the undersigned individual hereby attests that they are authorized to enter into this Agreement and agrees to all the terms specified herein.

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Name of Carelon Representative

---

Carelon Representative Title

---

Carelon Representative Signature

---

Date

## Data Use Agreement - Attachment A

CYBHI Fee Schedule data files to be exchanged between the parties:

CYBHI Fee Schedule Data	Disclosing Party	Receiving Party	Transmit Method
Provider/Practitioner Roster (SPI) Data	LEA/IHE	Carelon	Secure File Transfer Protocol (Carelon Provider Connect or other SFTP)
Member Batch Registration Data	LEA/IHE	Carelon	Secure File Transfer Protocol (Carelon Provider Connect or other SFTP)
SPI Response Files	Carelon	LEA/IHE	Secure File Transfer Protocol (Carelon Provider Connect or other SFTP)
Claims (837 via Availity)	LEA/IHE	Carelon	Availity/Clearinghouse (may vary)
Claims Remediation Files (999/277CA)	Carelon	LEA/IHE	Availity/Clearinghouse (may vary)
Claims Payments (835 Files)	Carelon	LEA/IHE	Automated Clearing House (ACH) Vendor (may vary)

**SAN YSIDRO SCHOOL DISTRICT**  
**GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** May 22, 2025

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

**FROM:**  
Special Education Department  
Oscar Madera, Director

☐ Informational  
☒ Action

**AGENDA ITEM:** AGREEMENT WITH AYA HEALTHCARE, INC.

**BACKGROUND INFORMATION:**

Aya Healthcare, Inc, a non-public agency, will be providing the following services on a temporary basis to a growing population of students with special needs in the district, as indicated in their Individualized Education Program (IEP), and to meet the State and Federal guidelines and compliance:

Cost implications: Special Education Teacher: \$90.00 - \$105.00 per hour

**RECOMMENDATION:**

Approve/Ratify the agreement with Aya Healthcare, Inc. to provide temporary special education services for students with special needs during the 2024-25 school year. The cost implications will be paid from the General fund.

**LCAP GOAL AND ACTION/SERVICE:**

Goal 1: Student Achievement, Action 1.1 - Conduct data analysis and needs assessment utilizing performance data, attendance rates, and behavioral indicators to conduct a comprehensive needs assessment across schools and grade levels. This will identify areas of need and prioritize interventions that will support student achievement, reduce achievement gaps, and promote student engagement. Then, staff resources should be aligned with identified areas of need to ensure equitable distribution and strategic deployment to support student success

☒ **Renewal**    ☐ **New**    ☐ **Amendment**    ☒ **Ratify**    ☐ **Other**

Financial Implications?

☒ Yes    ☐ No

Are funds for this item available in the 2024-2025 Budget?

☒ Yes    ☐ No

Requisition #

TBD  
(Amount)

General Fund  
(Name of funding source and/or location)

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

## PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 11<sup>th</sup> day of April, 2025 by and between the San Ysidro School District, hereinafter called the "District", and

Aya Healthcare, Inc  
Company/Consultant

(858) 630-9960  
Telephone Number

5930 Cornerstone Court West, Suite 300, San Diego, CA 92121  
Address

www.ayahealthcare.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: April 11, 2025

To June 30, 2025

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. Agreements are limited to a total of 5 years at which point a new Agreement will be needed.

### 2 FEES AND PAYMENTS

#### 2.1 FEES

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



## 2.2 PAYMENTS

Consultant shall submit to District an itemized invoice which indicates work completed by Consultant. District shall review each invoice and/or receipts submitted to determine that the work performed, and expenses incurred are in compliance with the provisions of this Agreement. District shall pay Consultant within 30-days of receipt of an acceptable invoice from Consultant.

## 3. ADDITIONAL SERVICES.

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

## 4 RESPONSIBILITIES OF CONSULTANT

### 4.1 ORGANIZATION

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

### 4.2 COORDINATION OF SERVICES

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

### 4.3 STANDARD OF CARE:

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

### 4.4 INDEPENDENT CONSULTANT & ADDITIONAL PERSONNEL

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

The Contractor 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. 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 appropriate to the Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. *(If applicable – see footnote next page)* **District waives \_\_\_\_\_**
5. **Improper Sexual Conduct:** \$1,000,000 per occurrence with an aggregate of not less than \$2,000,000 for damages because of bodily injury by reason of negligent hiring and supervision. May be included under General Liability. **District waives \_\_\_\_\_**
6. **Cyber Security Liability:** Coverage for both electronic and non-electronic data breach of \$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 judgments 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 and Professional Liability (Errors & Omissions) 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. The additional insured coverage must be provided in the form of an **Additional Insured Endorsement** to the Consultant's/SubConsultant's/Subcontractors' insurance. 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 by either Provider and/or Consultant and failure to mail such notice shall impose obligation and liability upon the company/insured, its agents or representative.

#### Waiver of Subrogation

Consultant/SubConsultant/Subcontractor 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/SubConsultant/Subcontractor 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 thirty (30) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to District to date of the notice of termination and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

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

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

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

## 5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

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

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

(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.

## 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:**

As a Contractor/Vendor of the District, you are responsible for ensuring that your agents and employees are complying with applicable state, county and District guidelines whenever services are performed on all District operated facilities.

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. Attachment 1)**

Per Ed Code 49406 and Assembly Bill 1667, the District requires 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.

<b>CONSULTANT:</b>	<b>Aya Healthcare, Inc.</b>
Name:	Peter Kaufman
Title:	EVP, Enterprise Services
Address:	5930 Cornerstone Court West, Suite 300
City/State/Zip Code:	San Diego, CA 92121
Telephone:	(858) 630-9960
Email:	facilitycontracts@ayahealthcare.com

<b>DISTRICT:</b>	<b>San Ysidro School District</b>
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Name:	Marilyn Adrianzen	Oscar Madera
Title:	Chief Business Official	Director of Special Education
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 x3089
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 or Exhibit 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

Aya Healthcare, Inc.

Firm Name:

Peter Kaufman

Signature of Authorized Agent

Peter Kaufman

Print Name, Title

4/7/2025

Date:

San Ysidro School District

Firm Name

Signature

Marilyn Adrianzen, Chief Business Official

Print Name, Title

Date

Board Approved:

Revised 2024

# 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 potential contact with pupils, minors and/or persons in an incapacitated state.**

\_\_\_\_\_(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 certifies and agrees that services provided during the term of this agreement will be supervised by school certificated staff and/or a parent or legal guardian must be present during each contact with pupils (visit, treatment, evaluation, therapy, etc.)

\_\_\_\_\_(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: Aya Healthcare, Inc.

Name/title of authorized representative (Print) Peter Kaufman

Signature (Wet Signature) Peter Kaufman Date 4/7/2025

A3C5B9F601F3486...



**ADDENDUM A**

Insurance. The Parties agree that the subsections of “Notice of Cancellation”, “Waiver of Subrogation”, and “Deductibles and Self-Insured Retentions” under Section 4.7 “Insurance” are hereby deleted and replaced with the following:

Notice of Cancellation

The Provider shall provide the District with Certificates of Insurance and use commercially reasonable efforts to notify the District within 30 days upon any policy cancellation.

Waiver of Subrogation

Except for cyber policy, 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, with the exception for cyber policy, 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

[intentionally omitted.]

**CONSULTANT**

**Aya Healthcare, Inc.**

Firm Name

*Peter Kaufman*

Signature of Authorized Agent

Peter Kaufman

Print Name, Title

**DISTRICT**

**San Ysidro School District**

Firm Name

Signature

Marilyn Adrianzen, Chief Business Official

Print Name, Title

**EXHIBIT A**

**Educational Services Division – Rate Sheet for Special Education**  
**San Diego County Approved Rates – Starting Hourly Rates**

Profession / Specialty	Regular hourly rates ranges:
<b>Teaching / Instruction</b>	
Adapted Physical Education Teacher	\$90.00 - \$105.00
General Education Teacher	\$90.00 - \$105.00
Reading Specialist	\$90.00 - \$105.00
Special Education Teacher	\$90.00 - \$105.00
Orientation and Mobility Specialist (O&M)	\$90.00 - \$105.00
Teacher of the VI / DHH	\$95.00 - \$115.00

*\*All rates can be adjusted and are subject to written agreement and approval by Aya Healthcare and the partnering facility.*

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** May 22, 2025

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

**FROM:**  
Special Education Department  
Oscar Madera, Director

☐ Informational  
☒ Action

**AGENDA ITEM:** AGREEMENT WITH AUSIN TEXAS LEARNING GROUP, LLC

**BACKGROUND INFORMATION:**

Ausin Texas Learning, Inc, a non-public agency, will be providing the following services on a temporary basis to a growing population of students with special needs in the district as indicated in their Individualized Education Program (IEP), and to meet the State and Federal guidelines and compliance:

Cost implications:

SLP: \$95.00 - \$130.00 per hour  
SLPA: \$75.00 - \$90.00 per hour  
School Psychologist: \$95.00 - \$150.00 per hour  
Resource Specialist / Special Education Teacher: \$85.00 - \$120.00 per hour  
Licensed Vocational Nurse (LVN): \$60.00 - \$75.00 per hour  
Behavior Technician (BT): \$45.00 - \$55.00 per hour  
Registered Behavior Technician (RBT): \$50.00 - \$65.00 per hour

**RECOMMENDATION:**

Approve/Ratify the agreement with Ausin Texas Learning Group, LLC to provide temporary special education services for students with special needs during the 2025-2026 school year. The cost implications will be paid from the General fund.

**LCAP GOAL AND ACTION/SERVICE:**

Goal 1: Student Achievement, Action 1.1 - Conduct data analysis and needs assessment utilizing performance data, attendance rates, and behavioral indicators to conduct a comprehensive needs assessment across schools and grade levels. This will identify areas of need and prioritize interventions that will support student achievement, reduce achievement gaps, and promote student engagement. Then, staff resources should be aligned with identified areas of need to ensure equitable distribution and strategic deployment to support student success

☐ Renewal    ☒ New    ☐ Amendment    ☒ Ratify    ☐ Other

Financial Implications?

☒ Yes    ☐ No

Are funds for this item available in the 2024-2025 Budget?

☒ Yes    ☐ No

Requisition #

TBD

(Amount)

General Fund

(Name of funding source and/or location)

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

# SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

## PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 15<sup>th</sup> day of April, 2025, by and between the San Ysidro School District, hereinafter called the "District", and

Ausin Texas Learning Group, LLC

Company/Consultant

(512) 593-5222

Telephone Number

10821 Red Run Blvd #407, Owings Mills, MD 21117

Address

www.atxlearning.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: April 21, 2025

To June 30, 2026

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. Agreements are limited to a total of 5 years at which point a new Agreement will be needed.

### 2 FEES AND PAYMENTS

#### 2.1 FEES

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

# **SAN YSIDRO SCHOOL DISTRICT**

4350 Otay Mesa Road, San Ysidro, CA 92173

## **2.2 PAYMENTS**

Consultant shall submit to District an itemized invoice which indicates work completed by Consultant. District shall review each invoice and/or receipts submitted to determine that the work performed, and expenses incurred are in compliance with the provisions of this Agreement. District shall pay Consultant within 30-days of receipt of an acceptable invoice from Consultant.

## **3. ADDITIONAL SERVICES.**

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

## **4 RESPONSIBILITIES OF CONSULTANT**

### **4.1 ORGANIZATION**

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

### **4.2 COORDINATION OF SERVICES**

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

### **4.3 STANDARD OF CARE:**

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

### **4.4 INDEPENDENT CONSULTANT & ADDITIONAL PERSONNEL**

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

## SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

### 4.5 LAWS AND REGULATIONS

The Contractor 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. 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 appropriate to the Consultant's profession, with limit no less than **\$1,000,000** per occurrence or claim, **\$2,000,000** aggregate. *(If applicable – see footnote next page)*  
**District waives \_\_\_\_\_**
5. **Improper Sexual Conduct:** **\$1,000,000** per occurrence with an aggregate of not less than **\$2,000,000** for damages because of bodily injury by reason of negligent hiring and supervision. May be included under General Liability.  
**District waives \_\_\_\_\_**
6. **Cyber Security Liability:** Coverage for both electronic and non-electronic data breach of **\$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 judgments or settlement and defense costs arising out of litigation due to a data breach and data breach response costs for customer notification and credit monitoring service fees.  
**District waives \_\_\_\_\_**

## SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

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

### Additional Insured Status - Endorsement

The San Ysidro School District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy and Professional Liability (Errors & Omissions) 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. The additional insured coverage must be provided in the form of an **Additional Insured Endorsement** to the Consultant's/SubConsultant's/Subcontractors' insurance. 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/SubConsultant/Subcontractor 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/SubConsultant/Subcontractor shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. **All certificates and endorsements are to be received and approved by the District before work/services commences.** However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

# **SAN YSIDRO SCHOOL DISTRICT**

4350 Otay Mesa Road, San Ysidro, CA 92173

## **5 GENERAL PROVISIONS**

### **5.1 DELAYS IN PERFORMANCE**

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

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

### **5.2 SUSPENSION OF SERVICES**

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

### **5.3 TERMINATION OF AGREEMENT**

(1) Termination. District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to District to date of the notice of termination and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

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

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

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

### **5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY**

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

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

(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



# **SAN YSIDRO SCHOOL DISTRICT**

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Protection Act (COPPA), the Family Educational Rights and Privacy Act (FERPA), and HIPAA Privacy regulations and any other privacy laws, policies and regulations that may apply such as American Recovery and Reinvestment Act of 2009 ("ARRA") and the Health Information Technology and Economic Clinical Health Act of 2009 ("HITECH").

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

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

## **5.5 SAFETY**

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

## **5.6 PROJECT STAFFING**

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

## **5.7 INDEMNIFICATION**

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

## SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

### 5.8 AMENDMENTS

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

### 5.9 SEVERABILITY

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

### 5.10 GOVERNING LAW

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

### 5.11 CONFLICT OF INTEREST

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

### 5.12 SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS:

As a Contractor/Vendor of the District, you are responsible for ensuring that your agents and employees are complying with applicable state, county and District guidelines whenever services are performed on all District operated facilities.

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. Attachment 1)**

Per Ed Code 49406 and Assembly Bill 1667, the District requires 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.

<b>CONSULTANT:</b>	Ausin Texas Learning Group, LLC
Name:	Syed Khalil
Title:	President
Address:	10821 Red Run Blvd #407
City/State/Zip Code:	Owings Mills, MD 21117
Telephone:	(512) 593-5222
Email:	info@atxlearning.com

## SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

<b>DISTRICT:</b>	<b>San Ysidro School District</b>	
Name:	Marilyn Adrianzen	Oscar Madera
Title:	Chief Business Official	Director of Special Education
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 or Exhibit 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

Ausin Texas Learning Group, LLC

Firm Name

Syed Khalil

Signature of Authorized Agent

Syed Khalil, President

Print Name, Title

04/15/2025

Date:

### DISTRICT

San Ysidro School District

Firm Name

Signature

Marilyn Adrianzen, Chief Business Official

Print Name, Title

Date

Board Approved:

Revised 2024



# SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

## SCHOOL SAFETY CERTIFICATION FORM

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

The San Ysidro School District (District) has determined under Education Code Section 45125.1, subdivision (c) that in performing services under this contract, **Contractor/Consultant's employees and/or subconsultants/subcontractors may have potential contact with pupils, minors and/or persons in an incapacitated state.**

SK (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.

SK (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).

SK (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).

SK (Initial) Consultant certifies and agrees that services provided during the term of this agreement will be supervised by school certificated staff and/or a parent or legal guardian must be present during each contact with pupils (visit, treatment, evaluation, therapy, etc.)

SK (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.

SK (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.

SK (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: Ausin Texas Learning Group, LLC

Name/title of authorized representative (Print) Syed Khalil, President

Signature Syed Khalil Date: 04/15/2025

## EXHIBIT A

AUSIN TEXAS LEARNING GROUP, LLC

# ATX Learning

### Rate List (2024-25)

These are all-inclusive rates. We always prefer to work with schools to offer them cost-effective solutions. The school does NOT pay an additional cent for state and federal taxes, social security, worker compensation, mileage, travel time, etc. Any additional expense is pre-approved by school authorities in writing. **ATX Learning offers tailor-made, flexible solutions. Call us for details.**

Services	Rate	
1. Speech Language Pathologist		
• Speech Language Pathologist	\$95-\$130	per hour
• SLP -Assistant	\$75-\$90	per hour
2. School Psychologist	\$95-\$150	per hour
3. Resource Specialist/ Special Ed. Teacher	\$85-\$120	per hour
4. Occupational Therapist		
• Occupational Therapist	\$85-\$100	per hour
• Occupational Therapist -Assistant	\$65-\$80	per hour
5. Physical Therapist	\$85-\$100	per hour
6. Social Worker (SSW)	\$80-\$100	per hour
7. Nurse		
• Registered Nurse (RN)	\$85-\$120	per hour
• School Nurse (SN)	\$80-\$100	per hour
• Licensed Vocational Nurse (LVN)	\$60-\$75	per hour
8. Paraprofessionals		
• Para Educators/Teacher Aide	\$40-\$50	Per hour
• Behaviour Technician/ABA	\$45-\$55	Per hour
• Registered Behaviour Tech (RBT)	\$50-\$65	Per hour
9. BCBA	\$85-\$130	Per hour
10. General Ed Teacher (STEM)	\$60-\$80	Per hour

**EXHIBIT – A**  
**Assignment Confirmation**

Personnel Name:	C.W.
Services:	Special Education Teacher
Hourly Rate for Services:	\$96 per hour
Overtime/Holiday Rate:	\$144 per hour (\$Rate x 1.5)
Mileage Reimbursement:	Billed at current IRS mileage reimbursement rate for transportation between school sites.
Contract Term:	School Year 2024-2025
Assignment Start Date:	April 21st 2025
Assignment End Date:	June 12 <sup>th</sup> 2025
Number of Days:	50 Approx.
Guaranteed Hours:	32.5 hours per week
Cancellation Notice:	20 days

**\*All the overtime/holiday hours worked shall be paid at \$ time and one half (1.5).**

District Business Services Contact:	Marilyn Adrianzen, CBO
District Sp Ed Contact:	Oscar Madera, Director of Sp.Ed.

**Billing Information**

Billing Address:	4350 Otay Mesa Rd., San Ysidro, CA 92173
Billing Telephone Number:	(619) 428-4476 x3005
Billing Contact Info:	Blanca Vega, Accounts Payable
Billing Email Address:	blanca.vega@sysdschools.org

**Timesheet Approving Authority**

<b>Name:</b>	Oscar Madera
<b>Title:</b>	Director of Special Education
<b>E-mail Address:</b>	eugenia.teodoro@sysdschools.org
<b>Phone Number:</b>	(619) 428-4476 x3089

**Client: San Ysidro School District**

**Consultant: ATX Texas Learning Group, LLC**

At all times the Consultant shall be deemed to be independent and is not authorized to bind the Client to any contracts or other obligations, or to state or imply that it or its employee or independent contractor is an employee or authorized representative of the Client, or to utilize the Client's letterhead or logo without the prior consent of the Client. Except as otherwise set forth herein or agreed to by the parties in writing, the Consultant and Client agree to comply with each of the following factors as is necessary to maintain independent-consultant status, each of which shall form a part of this Agreement:

#### INSTRUCTIONS

For performing the services, the Client shall furnish the description and specifications of the services and prescribe the instructions, to the Consultant's Personnel on the first day of the Job or from time to time, if required.

#### TRAINING/SUPERVISION

Consultant's Personnel shall be under the supervision of the Client and the client shall provide the necessary training for the adequate performance of the services.

#### WORK NOT ESSENTIAL TO CLIENT

The Client's success or continuation does not depend on the services of the Consultant.

#### JOB LOCATION

Client shall provide the location of the school/institute/facility where the services are required to be performed.

#### TOOLS & EQUIPMENT

Client shall provide the necessary tools and equipment, within the premises of the job location, to the consultant's personnel for performing the services. Consultant or their personnel are not allowed to use their own tools and equipment.

#### SERVICES AVAILABLE TO PUBLIC

The Consultant's services are available to the general public after school hours.

#### PROGRESS REPORTS

The Consultant will be required to make a progress report.

#### UNDERSTANDING AND ACCEPTANCE OF THE PARTIES:

This Agreement constitutes the entire understanding of the parties. The Client's and Consultant's signatures below signify both an understanding and acceptance of the contract provisions.

**Space intentionally left blank. Continue at the next page.**

CLIENT AUTHORIZED REPRESENTATIVE:

Signature: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Branch / Dept.: \_\_\_\_\_

Address: \_\_\_\_\_

Phone / Fax: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

CONSULTANT:

Signature: Syed Khalil

Date Signed: 04/15/2025

Title: President

Company Mailing Address:

10821 Red Run Blvd, #407, Owings Mills, MD 21117

Phone: 800-846-5120 x 103, Fax: (512) 212-1338

E-Mail Address: info@atxlearning.com

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END OF EXHIBIT A



**SAN YSIDRO SCHOOL DISTRICT**  
**GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** May 22, 2025

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

**FROM:**  
Special Education Department  
Oscar Madera, Director

☐ Informational  
☒ Action

**AGENDA ITEM:** AGREEMENT WITH NEW MEDISCAN II, LLC dba CROSS COUNTRY EDUCATION

**BACKGROUND INFORMATION:**

New Mediscan II, LLC dba Cross Country Education, a non-public agency, will be providing the following services on a temporary basis to a growing population of students with special needs in the district as indicated in their Individualized Education Program (IEP), and to meet the State and Federal guidelines and compliance. Term: April 28, 2025 to June 30, 2026.

Cost implications:

SLP: \$94.00 - \$110.00 per hour  
SLPA: \$60.00 - \$75.00 per hour  
School Psychologist: \$90.00 - \$110.00 per hour  
Resource Specialist / Special Education Teacher: \$85.00 - \$110.00 per hour  
Licensed Vocational Nurse (LVN): \$50.00 - \$60.00 per hour  
Registered Behavior Technician (RBT): \$45.00 - \$55.00 per hour

**RECOMMENDATION:**

Approve/Ratify the agreement with New Mediscan II, LLC dba Cross Country Education to provide temporary special education services for students with special needs during the 2025-2026. The cost implications will be paid from the General Fund.

**LCAP GOAL AND ACTION/SERVICE:**

Goal 1: Student Achievement, Action 1.1 - Conduct data analysis and needs assessment utilizing performance data, attendance rates, and behavioral indicators to conduct a comprehensive needs assessment across schools and grade levels. This will identify areas of need and prioritize interventions that will support student achievement, reduce achievement gaps, and promote student engagement. Then, staff resources should be aligned with identified areas of need to ensure equitable distribution and strategic deployment to support student success

☐ Renewal    ☒ New    ☐ Amendment    ☒ Ratify    ☐ Other

Financial Implications?

☒ Yes    ☐ No

Are funds for this item available in the 2024-2025 Budget?

☒ Yes    ☐ No

Requisition #

TBD

(Amount)

General Fund

(Name of funding source and/or location)

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

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

**PROFESSIONAL SERVICES AGREEMENT**

This agreement is made and entered into this 16<sup>th</sup> day of May, 2025, by and between the San Ysidro School District, hereinafter called the "District", and

New Mediscan II, LLC dba Cross Country Education  
Company/Consultant

561-617-2499  
Telephone Number

21820 Burbank Blvd, Suite 310, Woodland Hills, CA 91367  
Address

www.crosscountry.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: April 28, 2025 To June 30, 2026

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. Agreements are limited to a total of 5 years at which point a new Agreement will be needed.

**2 FEES AND PAYMENTS**

**2.1 FEES**

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

## **SAN YSIDRO SCHOOL DISTRICT**

4350 Otay Mesa Road, San Ysidro, CA 92173

### **2.2 PAYMENTS**

Consultant shall submit to District an itemized invoice which indicates work completed by Consultant. District shall review each invoice and/or receipts submitted to determine that the work performed, and expenses incurred are in compliance with the provisions of this Agreement. District shall pay Consultant within 30-days of receipt of an acceptable invoice from Consultant.

### **3. ADDITIONAL SERVICES.**

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

## **4 RESPONSIBILITIES OF CONSULTANT**

### **4.1 ORGANIZATION**

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

### **4.2 COORDINATION OF SERVICES**

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

### **4.3 STANDARD OF CARE:**

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

### **4.4 INDEPENDENT CONSULTANT & ADDITIONAL PERSONNEL**

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

**SAN YSIDRO SCHOOL DISTRICT**

4350 Otay Mesa Road, San Ysidro, CA 92173

**4.5 LAWS AND REGULATIONS**

The Contractor 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. 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 appropriate to the Consultant’s profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. *(If applicable – see footnote next page)*  
**District waives \_\_\_\_\_**
5. **Improper Sexual Conduct:** \$1,000,000 per occurrence with an aggregate of not less than \$2,000,000 for damages because of bodily injury by reason of negligent hiring and supervision. May be included under General Liability.  
**District waives \_\_\_\_\_**
6. **Cyber Security Liability:** Coverage for both electronic and non-electronic data breach of \$1,000,000 per occurrence with an aggregate limit of not less than \$3,000,000 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 judgments or settlement and defense costs arising out of litigation due to a data breach and data breach response costs for customer notification and credit monitoring service fees.  
**District waives \_\_\_\_\_**

## SAN YSIDRO SCHOOL DISTRICT

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If the 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 and Professional Liability (Errors & Omissions) 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. The additional insured coverage must be provided in the form of an **Additional Insured Endorsement** to the Consultant's/SubConsultant's/Subcontractors' insurance. 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

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

## **SAN YSIDRO SCHOOL DISTRICT**

4350 Otay Mesa Road, San Ysidro, CA 92173

### **5 GENERAL PROVISIONS**

#### **5.1 DELAYS IN PERFORMANCE**

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

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

#### **5.2 SUSPENSION OF SERVICES**

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

#### **5.3 TERMINATION OF AGREEMENT**

(1) Termination. District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to District to date of the notice of termination and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

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

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

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

#### **5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY**

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

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

(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

## **SAN YSIDRO SCHOOL DISTRICT**

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Protection Act (COPPA), the Family Educational Rights and Privacy Act (FERPA), and HIPAA Privacy regulations and any other privacy laws, policies and regulations that may apply such as American Recovery and Reinvestment Act of 2009 ("ARRA") and the Health Information Technology and Economic Clinical Health Act of 2009 ("HITECH").

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

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

### **5.5 SAFETY**

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

### **5.6 PROJECT STAFFING**

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

### **5.7 INDEMNIFICATION**

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

**SAN YSIDRO SCHOOL DISTRICT**

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**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:**

As a Contractor/Vendor of the District, you are responsible for ensuring that your agents and employees are complying with applicable state, county and District guidelines whenever services are performed on all District operated facilities.

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. Attachment 1)**

Per Ed Code 49406 and Assembly Bill 1667, the District requires 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.

<b>CONSULTANT:</b>	<b>New Mediscan II, LLC dba Cross Country Education</b>
Name:	Kelly Hourigan
Title:	VP Education
Address:	6552 Park of Commerce Blvd, NW
City/State/Zip Code:	Boca Raton, FL 33487
Telephone:	619-617-2499
Email:	<a href="mailto:khourigan@crosscountry.com">khourigan@crosscountry.com</a>



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

<b>DISTRICT:</b>	<b>San Ysidro School District</b>	
Name:	Marilyn Adrianzen	Oscar Madera
Title:	Chief Business Official	Director of Special Education
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 or Exhibit 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**

New Mediscan II, LLC dba Cross Country Education

Firm Name

Signed by:

Kelly Hourigan

Signature of Authorized Agent

Kelly Hourigan, VP Education

Print Name, Title

4/23/2025

Date:

San Ysidro School District

Firm Name

Signature

Marilyn Adrianzen, Chief Business Official

Print Name, Title

Date

Board Approved:

Revised 2024

# SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

## SCHOOL SAFETY CERTIFICATION FORM

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

The San Ysidro School District (District) has determined under Education Code Section 45125.1, subdivision (c) that in performing services under this contract, **Contractor/Consultant's employees and/or subconsultants/subcontractors may have potential contact with pupils, minors and/or persons in an incapacitated state.**

KH (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.

KH (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).

KH (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).

KH (Initial) Consultant certifies and agrees that services provided during the term of this agreement will be supervised by school certificated staff and/or a parent or legal guardian must be present during each contact with pupils (visit, treatment, evaluation, therapy, etc.)

KH (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.

KH (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.

KH (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: New Mediscan II, LLC dba Cross Country Education

Name/title of authorized representative (Print) Kelly Hourigan, VP Education

Signed by: Kelly Hourigan Date 4/23/2025  
54A17A2BF7614AD...

**SAN YSIDRO SCHOOL DISTRICT**

4350 Otay Mesa Road, San Ysidro, CA 92173

EXHIBIT ASCOPE OF WORK AND FEES

**RATES.** The following rates shall be effective for all working Personnel, new starts, extensions, and renewals as first dated below.

MODALITY	PERSONNEL RATES (PER HOUR)
Behavior Analyst/Consultant/ Behavioral Intervention Development	\$90-\$130
Certified or Credentialed School Nurse	\$85-\$115
Occupational Therapists	\$85-\$95
Certified Occupational Therapist Assistant	\$60-\$75
Physical Therapist	\$90-\$130
Registered Behavior Technician	\$45-\$55
Registered Nurse	\$85-\$100
School Counselor	\$80-\$95
School Psychologist	\$90-\$110
Social Worker	\$95-\$110
Special Education Teacher	\$85-\$100
Speech Language Pathologist	\$94-\$110
Speech Language Pathologist Assistant	\$60-\$75
Licensed Vocational Nurse/Licensed Practical Nurse	\$50-\$60
Certified Teacher (non – Special Education Teacher)	\$75-\$85
<b>SPECIALTY POSITIONS CONVERSION FEES OR PERMANENT PLACEMENT</b>	
The conversion fee is equal to the greater of USD \$18,750 or 35% of the provider's annual base salary calculated on a 40-hour work week.	

SUBSTITUTE TEACHER AND SUPPORT STAFF POSITIONS	HOURLY RATE
Paraprofessional/ Special Education Aide	\$35-\$48
Behavioral Intervention Implementation	\$40-\$48
Certified Nursing Assistant	\$35-\$48
Office Assistant	\$32-\$40
Substitute Teacher -General Ed	\$45-\$75
<b>SUBSTITUTE TEACHER AND SUPPORT STAFF POSITIONS CONVERSION FEES OR PERMANENT PLACEMENT</b>	
Fewer than 90 days on assignment - \$6,500 90 Days or more on assignment- \$3,500	



## ASSIGNMENT CONFIRMATION AGREEMENT

This addendum is entered on \_\_\_\_\_, **2025**, supplements the Client Staffing Service Agreement between **San Ysidro Elementary Unified School District** and New Mediscan II, LLC, dba Cross Country Education ("CCE".)

\_\_\_\_\_ hereinafter referred to as "Employee" has been placed as a contracted **Early Childhood Teacher**. Employee is scheduled to begin work on \_\_\_\_\_, and complete assignment on \_\_\_\_\_, Employee will work a minimum of \_\_\_\_\_ hours per week (\_\_\_\_ hours per day).

### SERVICE RATE

Client will pay CCE for hours worked by Employee at the following hourly rate(s):

Standard Service Rate:		Overtime / Holiday Rate:	
------------------------	--	--------------------------	--

**Overtime** Overtime will be billed per state law at the rate listed above.

### CANCELLATION POLICY

**Thirty (30) Days written notice is required to cancel this confirmation.** Client is responsible for all charges and fees prior to cancellation date and through the 30-day period of notice.

If the Client requests removal of the Employee due to performance issues or failure to pass any physical drug screen, or other assessment, immediate written and verbal notice specifying all reasons and facts in required. Client shall be responsible for all charges, up to point of dismissal.

This Agreement shall be deemed to have been made and shall be construed and interpreted in accordance with the laws of the State of California.

**CLIENT: San Ysidro Elementary USD**

**New Mediscan II, LLC, dba Cross Country Education:**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

**TO:** Governing Board

**BOARD MEETING DATE:** May 22, 2025

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

**FROM:**  
Special Education Department  
Oscar Madera, Director

☐ Informational  
☒ Action

**AGENDA ITEM:** AGREEMENT WITH AMERGIS HEALTHCARE STAFFING, INC

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## BACKGROUND INFORMATION:

Amergis Healthcare Staffing, Inc, a non-public agency, will be providing the following services on a temporary basis to a growing population of students with special needs in the district as indicated in their Individualized Education Program (IEP), and to meet the State and Federal guidelines and compliance:

Cost implications: Resource Specialist Teacher/Special Education Teacher: \$90.00 per hour  
Term: April 21, 2025 to June 30, 2026

## RECOMMENDATION:

Approve/Ratify the agreement with Amergis Healthcare Staffing, Inc to provide temporary special education services for students with special needs during the 2025-2026 school year. The cost implications will be paid from the General fund.

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## LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement, Action 1.1 - Conduct data analysis and needs assessment utilizing performance data, attendance rates, and behavioral indicators to conduct a comprehensive needs assessment across schools and grade levels. This will identify areas of need and prioritize interventions that will support student achievement, reduce achievement gaps, and promote student engagement. Then, staff resources should be aligned with identified areas of need to ensure equitable distribution and strategic deployment to support student success

☐ Renewal ☒ New ☐ Amendment ☒ Ratify ☐ Other

Financial Implications?

☒ Yes ☐ No

Are funds for this item available in the 2025-2026

Budget ☒ Yes ☐ No

Requisition #

TBD

(Amount)

General Fund

(Name of funding source and/or location)

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

**SAN YSIDRO SCHOOL DISTRICT**

4350 Otay Mesa Road, San Ysidro, CA 92173

**PROFESSIONAL SERVICES AGREEMENT**

This agreement is made and entered into this 16<sup>th</sup> day of May, 2025, by and between the San Ysidro School District, hereinafter called the "District", and

Amergis Healthcare Staffing, Inc  
Company/Consultant

(619) 209-3696  
Telephone Number

3111 Camino Del Rio N, Suite 1250, San Diego, CA 92108  
Address

www.amergis.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: April 21, 2025 To June 30, 2025

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. Agreements are limited to a total of 5 years at which point a new Agreement will be needed.

**2 FEES AND PAYMENTS**

**2.1 FEES**

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



## **SAN YSIDRO SCHOOL DISTRICT**

4350 Otay Mesa Road, San Ysidro, CA 92173

### **2.2 PAYMENTS**

Consultant shall submit to District an itemized invoice which indicates work completed by Consultant. District shall review each invoice and/or receipts submitted to determine that the work performed, and expenses incurred are in compliance with the provisions of this Agreement. District shall pay Consultant within 30-days of receipt of an acceptable invoice from Consultant.

### **3. ADDITIONAL SERVICES.**

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

### **4 RESPONSIBILITIES OF CONSULTANT**

#### **4.1 ORGANIZATION**

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

#### **4.2 COORDINATION OF SERVICES**

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

#### **4.3 STANDARD OF CARE:**

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

#### **4.4 INDEPENDENT CONSULTANT & ADDITIONAL PERSONNEL**

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

## SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

### 4.5 LAWS AND REGULATIONS

The Contractor 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. 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 appropriate to the Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. *(If applicable – see footnote next page)*  
**District waives \_\_\_\_\_**
5. **Improper Sexual Conduct:** \$1,000,000 per occurrence with an aggregate of not less than \$2,000,000 for damages because of bodily injury by reason of negligent hiring and supervision. May be included under General Liability.  
**District waives \_\_\_\_\_**
6. **Cyber Security Liability:** Coverage for both electronic and non-electronic data breach of \$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 judgments or settlement and defense costs arising out of litigation due to a data breach and data breach response costs for customer notification and credit monitoring service fees.  
**District waives \_\_\_\_\_**



## SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

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

### Additional Insured Status - Endorsement

The San Ysidro School District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy and Professional Liability (Errors & Omissions) 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. The additional insured coverage must be provided in the form of an **Additional Insured Endorsement** to the Consultant's/SubConsultant's/Subcontractors' insurance. 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/SubConsultant/Subcontractor 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/SubConsultant/Subcontractor shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. **All certificates and endorsements are to be received and approved by the District before work/services commences.** However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

## **SAN YSIDRO SCHOOL DISTRICT**

4350 Otay Mesa Road, San Ysidro, CA 92173

### **5 GENERAL PROVISIONS**

#### **5.1 DELAYS IN PERFORMANCE**

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

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

#### **5.2 SUSPENSION OF SERVICES**

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

#### **5.3 TERMINATION OF AGREEMENT**

(1) Termination. District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to District to date of the notice of termination and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

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

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

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

#### **5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY**

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

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

## SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

Protection Act (COPPA), the Family Educational Rights and Privacy Act (FERPA), and HIPAA Privacy regulations and any other privacy laws, policies and regulations that may apply such as American Recovery and Reinvestment Act of 2009 ("ARRA") and the Health Information Technology and Economic Clinical Health Act of 2009 ("HITECH").

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

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

### 5.5 SAFETY

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

### 5.6 PROJECT STAFFING

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

### 5.7 INDEMNIFICATION

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

## SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

### 5.8 AMENDMENTS

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

### 5.9 SEVERABILITY

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

### 5.10 GOVERNING LAW

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

### 5.11 CONFLICT OF INTEREST

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

### 5.12 SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS:

As a Contractor/Vendor of the District, you are responsible for ensuring that your agents and employees are complying with applicable state, county and District guidelines whenever services are performed on all District operated facilities.

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. Attachment 1)**

Per Ed Code 49406 and Assembly Bill 1667, the District requires 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.

<b>CONSULTANT:</b>	<b>Amergis Healthcare Staffing, Inc</b>
Name:	Austin Koehn
Title:	Assistant Controller
Address:	3111 Camino Del Rio N, Suite 1250
City/State/Zip Code:	San Diego, CA 92108
Telephone:	(619) 209-3696
Email:	aukoehn@amergis.com

## SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

<b>DISTRICT:</b>	<b>San Ysidro School District</b>	
Name:	Marilyn Adrianzen	Oscar Madera
Title:	Chief Business Official	Director of Special Education
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 or Exhibit 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

#### Amergis Healthcare Staffing, Inc

Firm Name

Signed by

*Austin Koehn*

Signature of Authorized Agent

Austin Koehn Assistant Controller

Print Name, Title

17-Apr-25

Date:

### DISTRICT

#### San Ysidro School District

Firm Name

Signature

Marilyn Adrianzen, Chief Business Official

Print Name, Title

Date

Board Approved:

Revised 2024

### 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)

## SCHOOL SAFETY CERTIFICATION FORM

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

### Fingerprinting and Criminal Background Investigation Requirements

The San Ysidro School District (District) has determined under Education Code Section 45125.1, subdivision (c) that in performing services under this contract, **Contractor/Consultant's employees and/or subconsultants/subcontractors may have potential contact with pupils, minors and/or persons in an incapacitated state.**

\_\_\_\_\_(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 certifies and agrees that services provided during the term of this agreement will be supervised by school certificated staff and/or a parent or legal guardian must be present during each contact with pupils (visit, treatment, evaluation, therapy, etc.)

\_\_\_\_\_(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 the District's Governing Board that have been obtained and decided before any terms and conditions and will report any changes that may affect the performance of services necessary 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: Amergis Healthcare Staffing, Inc

Name/title of authorized representative (Print) Austin Koehn

Signature  Date 17-Apr-25

### EXHIBIT A

**SAN YSIDRO SCHOOL DISTRICT**

4350 Otay Mesa Road, San Ysidro, CA 92173

**SCOPE OF WORK AND FEES**

Resource Specialist Teacher/Special Education Teacher: \$90.00 per hour

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** May 22, 2025

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

**FROM:**  
Special Education Department  
Oscar Madera, Director

☐ Informational  
☒ Action

**AGENDA ITEM:** SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT INTERIM WRITTEN APPROVAL WITH SPECIALIZED EDUCATION OF CALIFORNIA, INC, THAT OWNS AND OPERATES SIERRA SCHOOL OF SAN DIEGO

**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 the approval of NPS Interim Written Approval (IWA) with Specialized Education of California, Inc. that owns and operates Sierra School of San Diego for the 2024-2025 school year.

**RECOMMENDATION:**

Approve/Ratify the San Diego County Nonpublic Master Contract Interim Written Approval with Specialized Education of California, Inc. that owns and operates Sierra School of San Diego for the school year 2024-2025 to provide individualized education for students with exceptional needs. Cost implications of \$14,364.34 will be paid from the Special Education Fund.

**LCAP GOAL AND ACTION/SERVICE:**

Goal 1, Item 1.18: Continue to provide site and/or district based academic intervention programs to serve the districts unduplicated student groups (i.e. English Learners, Socio-Economically Disadvantaged, Students with Disabilities, etc.) and educationally disadvantaged students in Comprehensive Support and Improvements Schools. Personnel (e.g. instructional aides) may be hired to support in-class interventions for all student groups including unduplicated students at all school sites. Increase the instructional day to expand opportunities for students to accelerate learning through targeted intervention and enrichment to accelerate learning and increase engagement for all students including unduplicated students.

☐ Renewal    ☒ New    ☐ Amendment    ☒ Ratify    ☐ Other

Financial Implications?

Are funds for this item available in the 2024-2025 Budget?

Requisition #

☒ Yes    ☐ No

☒ Yes    ☐ No

PROJECTED  
\$14,364.34  
(Amount)

Special Education  
(Name of funding source and/or location)

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



San Diego County Nonpublic Master Contract  
(For Use With APPENDIX A: SCHOOLS)

2024-2025

INTERIM WRITTEN APPROVAL

For Provision of Special Education/Related Services and Payment

Pursuant to the Master Contract (Main Document),  
the Local Education Agency (LEA) San Ysidro School District  
provides to the CONTRACTOR Specialized Education of California, Inc. that owns and operates Sierra School of San Diego  
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 A: Schools of the Master Contract for the 2024 - 2025 Contract Year.  
Anticipated Student Start Date: May 5, 2025.

This interim written approval shall be for a maximum period of one hundred eighty (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 one hundred eighty (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 (see Exhibit A attached), 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 one hundred eighty (180) days, or for any maximum period of time. The parties have already agreed, or may agree, to hold an IEP meeting within thirty (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

Board approved: \_\_\_\_\_

Agreed to by the CONTRACTOR:

Dawn Thomas  
Dawn Thomas (Apr 28, 2025 14:01 CDT)  
Signature

04/28/2025  
Date

Dawn Thomas, President  
Name/Title



***Exhibit A***

***Non-Public School Rate Sheet 2024-2025 School Year  
Staff to Student Ratio (1:3 and 1:6) 10/30/2024***

**Specialized Academic Instruction (SAI/366)**

- |  |                  |
|--|------------------|
| • Regular School Year (up to 180 Days) - 1:3 BEST (Mod/Severe) | \$258.01/per Day |
| • Regular School Year (up to 180 Days) - 1:6 (Mild/Mod)        | \$247.52/per Day |
| • Extended School Year (up to 22 Days) - 1:3 BEST (Mod/Severe) | \$258.01/per Day |
| • Extended School Year (up to 22 Days) - 1:6 (Mild/Mod)        | \$247.52/per Day |

**Related-Services (Assessment, Evaluation, and/or Treatment)**

- |   |                                      |
|---|--------------------------------------|
| • <b><i>Student Counseling and Guidance Services (CG/515)</i></b>                     |                                      |
| ○ Included (Individual or Small Group)  |                                      |
| • <b><i>Language and Speech Development and Remediation (LSD/415)</i></b>             |                                      |
| ○ Included (Individual or Small Group)  |                                      |
| • <b><i>Occupational Therapy Services (OT/450)</i></b>                                |                                      |
| ○ Included (Individual or Small Group)  |                                      |
| • <b><i>Behavioral Interventionist Services (535)</i></b>                             |                                      |
| ○ Behavior Intervention Implementation (BII)  | Included                             |
| ○ Behavior Intervention Development (BID)   | Included                             |
| • <b><i>Individual Counseling (IC/510)</i></b>  |                                      |
| ○ Individual  | \$92.80 per Hour                     |
| • <b><i>Parent Counseling and Training (PCT/520)</i></b>                              |                                      |
| ○ Individual or Small Group   | \$92.80 per Hour                     |
| • <b><i>Specially Designed Vocational Education and Career Development (VECD)</i></b> |                                      |
| ○ Career Awareness (840)  | \$32.00 per Hour                     |
| ○ Work Experience Education (850)   | \$32.00 Per Hour                     |
| ○ Job Coaching (855)  | \$32.00 per Hour                     |
| • <b><i>Special Circumstances Assistant (One-to-One Aides/340)</i></b>                |                                      |
| ○ Classroom   | \$30.00 per Hour                     |
| • <b><i>Transportation</i></b>  |                                      |
| ○ Emergency   | \$120.00 per Hour                    |
| ○ Late Pickup Fee and Transport Fee   | \$30.00/every 15 min<br>after 3:00pm |

**Signature:**

**Email:** [eugenia.teodoro@sysdschools.org](mailto:eugenia.teodoro@sysdschools.org)

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** May 22, 2025

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

**FROM:**  
Special Education Department  
Oscar Madera, Director

☐ Informational  
☒ Action

**AGENDA ITEM:** SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACTS WITH  
SPECIALIZED EDUCATION OF CALIFORNIA, INC THAT OWNS AND  
OPERATES SIERRA SCHOOL OF SAN DIEGO

**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, the administration requests the approval of NPS master contracts with Specialized Education of California, Inc. that owns and operates Sierra School of San Diego for the 2024-2025 school year.

**RECOMMENDATION:**

Approve/Ratify the San Diego County Nonpublic Master Contracts with Specialized Education of California, Inc. that owns and operates Sierra School of San Diego for school year 2024-2025 to provide individualized education for students with exceptional needs. Cost implications of \$14,364.34 will be paid from the Special Education Fund.

**LCAP GOAL AND ACTION/SERVICE:**

Goal 1, Item 1.7: Develop a schedule for small group instruction sessions to begin at the beginning of every school year. Implement progress monitoring measures to track the academic growth of targeted students every DRS session. Provide Professional Development for teachers and staff to support ELs and LTELs. Evaluate the effectiveness of the intervention program by the end of the school year by using student performance data and feedback from teachers and students for ELA and Math. Adjust intervention strategies as needed based on evaluation results to ensure continuous improvement. Distribute the support needed for the intervention program.

☐ Renewal    ☒ New    ☐ Amendment    ☐ Ratify    ☐ Other

Financial Implications?

☒ Yes    ☐ No

Are funds for this item available in the 2024-2025 Budget?

☒ Yes    ☐ No

Requisition #

PROJECTED  
\$14,364.34  
(Amount)

Special Education

(Name of funding source and/or location)

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

LEA: San Ysidro School District  
operates Sierra School of San Diego

Nonpublic: Specialized Education of California, Inc. that owns and

# 2024-2025 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.

4/25 - can't DIST

**San Diego County Nonpublic Master Contract**  
**Main Document**  
**2024-2025**

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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  
operates Sierra School of San Diego

Nonpublic: Specialized Education of California, Inc. that owns and

# **2024-2025**

# **Nonpublic**

# **Master Contract**

# **Main Document**

**San Diego County Nonpublic Master Contract  
Main Document**

**2024-2025**



**San Diego County Nonpublic Master Contract  
Main Document**

**2024-2025**

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**San Diego County Nonpublic Master Contract  
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# San Diego County Nonpublic Master Contract Main Document

2024-2025

This contract ("Master Contract") is entered into by and between San Ysidro School District ("LEA") and Specialized Education of California, Inc., dba Sierra School of San Diego ("CONTRACTOR") (collectively "Parties") pursuant to California Education Code section 56366 and California Code of Regulations section 5 CCR 3062 for the provision of special education and/or related services for 2024-2025 academic year.

## SECTION 1: TERM

The term of this Master Contract shall be for the period of July 1, 2024 to June 30, 2025. The Parties agree to use their best efforts during the term of this Master Contract to negotiate a successor agreement prior to its expiration. If the Parties execute this contract after July 1, 2024, then the provisions of this Master Contract shall be retroactive to the beginning of the Master Contract Term (July 1, 2024), to cover services provided by CONTRACTOR to LEA pupils, unless otherwise mutually agreed upon by both parties.

## SECTION 2: CONTRACT DOCUMENTS

The documents that make up the Master Contract shall include this Main Document and Appendices A (Schools), B (Agencies), and C (Room and Board), as applicable.

## SECTION 3: SERVICES PROVIDED TO PUPILS

### 3.1 INDIVIDUAL SERVICES AGREEMENT

The LEA and CONTRACTOR shall enter into an Individual Services Agreement ("ISA") for each pupil for whom the LEA requests and CONTRACTOR agrees to provide special education and/or related services. The LEA is responsible for completing each pupil's ISA. The ISA for each such pupil shall identify the services to be provided to the pupil pursuant to the pupil's Individualized Education Program ("IEP") or Individualized Family Service Plan ("IFSP"), and the provider of each service identified therein. It is understood that this Master Contract does not commit the CONTRACTOR to provide special education and/or related services to any individual unless and until an Individual Services Agreement (ISA) 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.

### 3.2 INTERIM WRITTEN APPROVAL

The LEA may provide interim written approval for CONTRACTOR to provide services to a pupil pending completion of an ISA and Master Contract. The interim written approval may be for a maximum period of one hundred and eighty (180) days, beginning with the anticipated pupil start date. If an Individual Services Agreement is not completed and executed by the LEA and the CONTRACTOR within this one hundred and eighty (180) day period, the LEA or the 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, until such time as there is a change in placement or subsequent execution of an Individual Services Agreement and Master Contract.

### 3.3 SERVICES TO BE PROVIDED UNDER ISA OR INTERIM WRITTEN APPROVAL

The ISA and any interim written approval shall require Contractor to provide all special education and related services to pupil specified IEP or IFSP, as applicable, for the time specified in the IEP or IFSP unless otherwise specified therein. Changes to a pupil's educational program, including instruction, services, or instructional setting provided under this Master Contract and the ISA for that pupil, may only be made on the basis of revisions to the pupil's IEP or IFSP. In no case may Contractor expel or exit a pupil placed with Contractor except as provided under Section 11 of this Master Contract.

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**3.4 MODIFICATIONS TO IEP/IFSP**

3.4.1 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, in which case the LEA shall convene an IEP meeting within 30 days of said notice.

3.4.2 In the event CONTRACTOR believes a pupil requires something other than what is specified in the ISA, Contractor shall immediately notify the LEA.

3.4.3 CONTRACTOR, including the pupil's then-present teacher, shall participate in all IEP/IFSP meetings for such time as the ISA remains in force and effect. If LEA or CONTRACTOR will be recommending significant changes to the pupil's program, placement or services, the LEA's assigned Case Manager and CONTRACTOR'S representatives shall discuss such recommendations prior to the IEP/IFSP meeting.

3.4.4 Any changes to the pupil's IEP or IFSP shall be incorporated into the ISA for that pupil via written amendment.

3.4.5 When an IEP team has determined that a pupil should be transitioned into the public school setting, the CONTRACTOR shall assist the LEA in implementing the IEP team's recommendations activities to support the transition.

**3.5 ASSESSMENTS AND EVALUATIONS**

If CONTRACTOR receives a parent request for evaluation or assessment of a pupil, CONTRACTOR shall advise the parent to submit the request in writing to the LEA. 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.

**3.6 TRANSPORTATION**

Transportation, where specified to be provided to a pupil in the ISA, may only be provided directly by the LEA or by a subcontractor engaged by CONTRACTOR for such purpose. Where the ISA specifies transportation is to be provided by CONTRACTOR, CONTRACTOR shall have in place a transportation safety plan that prescribes procedures to ensure safe transport of pupils including, adequate supervision during the transport and with staff trained in vehicle emergency procedures and passenger safety, as appropriate to the pupil needs.

In the event that the CONTRACTOR provides unscheduled transportation for pupils to or from school (due to health, behavior, other emergencies, or as otherwise agreed to by the CONTRACTOR and LEA), the transportation rate for such unscheduled transportation services will be at rates to be agreed upon by LEA and the CONTRACTOR.

**3.7 BEHAVIORAL INTERVENTION**

CONTRACTOR shall comply with all laws applicable to serving pupils with behavioral needs, including but not limited to, laws governing the use of emergency interventions, required reporting, referral, assessment, and modification of the applicable behavioral intervention plan, IEP and/or IFSP, as applicable.



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**3.8 PUPIL DISCIPLINE**

3.8.1 CONTRACTOR shall maintain and abide by a written policy for pupil discipline that is consistent with state and federal law.

3.8.2 CONTRACTOR shall provide pupils who exhibit serious behavioral challenges timely and appropriate assessments and positive supports and interventions in accordance with the federal Individuals with Disabilities Education Act and its implementing regulations.

3.8.3 CONTRACTOR shall report to LEA all incidents of discipline of any pupil where there has been violation of EC 48900 or 48915 which results in in- or out-of-school suspension, expulsion, or other means of correction.

3.8.4 CONTRACTOR shall immediately submit a written discipline report to the LEA if CONTRACTOR seeks to remove a pupil from his/her current educational placement for disciplinary reasons. The written discipline report shall include, but not be limited to: the pupil's name; the time, date, and description of the misconduct; the disciplinary action taken by the CONTRACTOR; and the rationale for such disciplinary action. Upon receipt, LEA will schedule an IEP meeting and/or manifestation determination review.

**3.9 QUARANTINE OF PUPILS**

Where a pupil is required to quarantine due to a Public Health Order, or applicable federal, state or local public health guidance, CONTRACTOR will notify the LEA immediately of the pupil's quarantine (as used in this Master Contract, "immediately" shall mean within one business day of CONTRACTOR'S actual knowledge.). So long as the CDE or other regulatory body institutes or provides remote learning or independent study guidance which allows for LEA to obtain ADA funding applicable during such quarantine, CONTRACTOR shall provide services accordingly. In such instances where CONTRACTOR is continuing to deliver such services during quarantine which complies with any remote learning or independent study funding requirements, and provides the services outlined in the pupil's IEP, the pupil will not be deemed absent under the terms of the Master Contract and payment for services will not be withheld by the LEA.

**SECTION 4: LEA OVERSIGHT**

**4.1 INITIAL VISIT PRIOR TO PLACEMENT**

If the LEA does not already have a pupil placed at CONTRACTOR'S nonpublic school, the LEA shall be entitled to schedule and conduct, at a minimum, one onsite visit to CONTRACTOR'S nonpublic school prior to placement of any pupil at said school.

**4.2 ANNUAL VISIT**

The LEA shall be entitled to schedule and conduct, at a minimum, one onsite monitoring visit each year during which the LEA has a pupil attending CONTRACTOR'S nonpublic school. The monitoring visit shall include, but shall not be limited to, a review of services provided to the pupil through the ISA, a review of the progress the pupil is making towards the goals set forth in the pupil's IEP, a review of the progress the pupil is making towards the goals set forth in the pupil's behavioral intervention program, if any, an observation of the pupil during instruction and a walkthrough of the facility, and CONTRACTOR'S compliance with the state and federal related special education mandates.

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**4.3 UNANNOUNCED VISITS**

LEA, SELPA and/or their designee(s) shall be entitled to make unannounced visits.

**4.4 EVALUATION OF PUPIL PROGRESS**

LEA will conduct evaluation of pupil progress in accordance with applicable law, as follows:

4.4.1 Evaluate the educational progress of each pupil placed in a nonpublic, nonsectarian school, including all state assessment results pursuant to the requirements of Section 52052.

4.4.2 Consider whether or not the needs of the pupil continue to be best met at the nonpublic, nonsectarian school and whether changes to the individualized education program of the pupil are necessary, including whether the pupil may be transitioned to a public school setting. This consideration shall be made at the meeting required by subdivision (d) of Section 56343 of the California Education Code.

4.4.3 Ensure the nonpublic, nonsectarian school or agency provides all services in each IEP unless the ISA for that pupil provides otherwise.

4.4.4 CONTRACTOR shall have written procedures in place for measuring pupil's progress on goals identified in the pupil's IEP or IFSP and shall provide written progress to parents and the LEA in accordance with applicable law.

4.4.5 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.

**SECTION 5: NONPUBLIC CERTIFICATION**

CONTRACTOR is required to obtain and keep current any and all certifications required to provide such special education and related services to pupils as are required by the ISA of each pupil CONTRACTOR enrolls per this Master Contract. 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. However, such nullification shall not affect LEA's obligations to pay for services provided by CONTRACTOR while validly certified. Nonpublic Certification or waiver of such certification issued by CDE pursuant to EC 56366.2 is attached hereto.

**SECTION 6: PERSONNEL**

**6.1 REQUIRED CREDENTIALS, LICENSE AND/OR OTHER QUALIFICATIONS**

CONTRACTOR shall assign only appropriately qualified personnel to provide contracted special education, and/or related services required by the IEP/IFSP, Master Contract and Individual Services Agreement, including appropriately credentialed teachers and/or licensed or license-eligible personnel or other education related mental health provider consistent with the California laws and regulations. All non-credentialed teachers and non-licensed service providers shall be required to obtain a waiver. 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.

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**6.2 VERIFICATION OF CREDENTIALS**

CONTRACTOR shall be responsible for verification of credentials and licenses held by its employees, agents and subcontractors. CONTRACTOR shall upon request provide LEA with a copy of the credential or license for each staff member or subcontractor providing services to children with disabilities. Thereafter, the CONTRACTOR shall supply LEA with copies of any changes in the credentials or licenses of staff within forty-five (45) days of the change in accordance with CCR 3062.

**6.3 TRAINING**

CONTRACTOR shall be responsible for all training necessary to provide appropriate services per IEP/IFSP, including training in implementing Behavior Intervention Plan(s) as applicable.

**6.4 STAFF TO PUPIL RATIOS**

Staff to pupil ratios for any given pupil shall be as specified in the pupil's ISA.

**6.5 FINGERPRINTING AND TUBERCULOSIS TESTING**

CONTRACTOR shall ensure that employee background checks and tuberculosis screenings are conducted in accordance with state and federal law and shall maintain a record of same. Upon Request by LEA, CONTRACTOR shall provide to LEA its verification documents provided to the CDE.

**6.6 ACKNOWLEDGMENT OF MANDATED REPORTER OBLIGATIONS**

CONTRACTOR shall provide such training as is required under California law regarding child abuse reporting and shall maintain signed statements from all personnel acknowledging their training and understanding of the reporting requirements regarding observed or suspected cases of child abuse.

**SECTION 7: COMPENSATION**

CONTRACTOR shall be paid in accordance with the terms set forth in Appendix A, B and/or C, as applicable.

**SECTION 8: BILLING AND PAYMENT**

**8.1 INVOICES**

CONTRACTOR shall submit invoices monthly 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. Invoices should clearly reflect rates set forth in Appendix A, B &/or C, as applicable for services provided in accordance with the applicable ISA or interim written approval. Any related mental health services should be billed by the CONTRACTOR in a separate invoice.

**8.2 LATE INVOICES**

If LEA does not receive a properly submitted invoice within thirty (30) days from the end of the attendance accounting period calendar month, LEA may deduct 1.5% per month, calculated proportionately per day, of that total invoice, unless LEA has agreed to an extension of time for



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CONTRACTOR to submit the invoice. An invoice shall be deemed received on the confirmed date of receipt by LEA.

**8.3 PAYMENT**

LEA shall make payment within forty-five (45) days of receipt of a properly prepared and submitted invoice. Payment shall reference the invoice number or date and shall be in the amount of the invoice unless LEA has issued a Notice of Withholding pursuant to Section 8.5. 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, and make-up sessions 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 the 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.

**8.4 LATE PAYMENT**

If the payment by LEA is not postmarked within forty-five (45) days of the receipt of the invoice, LEA agrees to pay an additional fee of 1.5% interest per month on amounts not paid. Such interest shall be calculated beginning day forty-six (46) from receipt of the invoice in accordance with standard accounting procedures.

**8.5 RIGHT TO WITHHOLD**

LEA shall be entitled to withhold payment to CONTRACTOR, only if LEA notifies CONTRACTOR within 10 days of receipt of CONTRACTOR'S invoice, that LEA has reliable evidence, which shall be described in writing to Contractor in the notice of withholding of any of the following:

8.5.1 Service is provided to one or more pupils by personnel who are not appropriately credentialed/licensed;

8.5.2 Records required by LEA prior to school closure with respect to one or more LEA pupil(s) enrolled in the CONTRACTOR'S educational program have not been received;

8.5.3 CONTRACTOR confirms a pupil's change of residence to another district and fails to notify LEA within five (5) days thereof;

8.5.4 CONTRACTOR fails to notify LEA within five (5) days after the 10<sup>th</sup> consecutive school day of a pupil's absence.

Nothing in this Section waives the LEA's right to later seek reimbursement for CONTRACTOR's actual failure to comply with the requirements outlined in subsections 8.5.1; 8.5.2; 8.5.3; or 8.5.4 of this section, provided however, that LEA may not seek any such reimbursement after 90 days from the end of the operative Master Contract term.

**8.6 CALCULATION OF WITHHOLDING**

If the basis for withholding is subsection 8.5.1 of this section, the amount withheld by LEA shall be limited to payment for services provided by the relevant personnel. If the basis of the withholding is 8.5.2 to 8.5.4 of this section, LEA shall withhold a proportionate amount for services provided to that pupil.



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**8.7 OPPORTUNITY TO CURE**

CONTRACTOR shall have ten business days from receipt of LEA's notice of withholding to take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding. Upon request and a showing of good cause, LEA shall extend that time by an additional ten (10) business days. Upon verification of remediation of identified deficiencies and receipt of rebilling, LEA shall pay the resubmitted invoice in accordance with section 8.3, above. If the CONTRACTOR does not resubmit sufficient rebilling or verify remediation of identified deficiencies within forty-five (45) calendar days of the notice of withholding, the withheld amount shall be forfeited.

**8.8 SERVICES PROVIDED FOLLOWING EXPIRATION OF THE MASTER CONTRACT**

In the event that a successor Master Contract is not agreed upon prior to the expiration of this Master Contract, and CONTRACTOR continues to provide services to LEA'S pupils, LEA shall make timely payment to CONTRACTOR in accordance with the rates set forth in Appendix A, B or C, as applicable, pending the agreement on a successor Master Contract. Upon agreement to said successor Master Contract, CONTRACTOR will invoice LEA for the additional revenue resulting from any rate changes, in accordance with section 8.4 above, during the interim period between Master Contracts.

**8.9 MEDI-CAL REIMBURSEMENT**

CONTRACTOR shall provide to LEA, upon request, documentation of all services which may be reimbursable by Medi-Cal. LEA shall have the sole right to submit claims for reimbursement to Medi-Cal, including through the LEA Billing Option Program.

**SECTION 9: RECORDKEEPING AND REPORTING**

**9.1 ACCESS TO PUPIL RECORDS**

CONTRACTOR shall provide LEA and/or parent upon request, copies of all requested records pertaining to any pupil assigned by LEA to Contractor within the time required by law for the provision of such pupil records. Notwithstanding this provision, LEA shall remain the custodian of the pupil's records pursuant to Education Code Section 49062.

**9.2 PUPIL DATA REPORTING**

CONTRACTOR shall provide to LEA all pupil 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, discipline, restraints and seclusion.

**9.3 PUPIL INJURY REPORTING**

CONTRACTOR shall prepare a written report and provide such report to the LEA case manager no later than the end of the following day when a pupil suffers an injury requiring medical attention.

**9.4 ANNUAL REPORTING**

CONTRACTOR shall provide copies of all pupil records on an annual basis including, but not limited to, current transcripts, IEP/IFSPs and results of performance testing and all information required for compliance with federal and state data reporting requirements. Upon specific request

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by LEA in the event of an investigation or litigation involving a pupil, CONTRACTOR shall provide any other accessible documents pertaining to the pupil, whether or not considered a "pupil record" under state or federal law.

**9.5 TRANSFER OF PUPIL RECORDS UPON SCHOOL CLOSURE OR DISENROLLMENT**

Upon school closure or disenrollment of a pupil CONTRACTOR shall immediately transfer to LEA all "pupil records" under state or federal law. Upon specific request by LEA in the event of an investigation or litigation involving a pupil, CONTRACTOR shall provide any other accessible documents pertaining to the pupil, whether or not considered a "pupil record" under state or federal law.

**9.6 CONTRACTOR REPORTING**

CONTRACTOR shall be responsible for all reporting required by state or federal law including, but not limited to, child abuse reporting, reporting of missing pupils, pupil injury reporting, and shall retain all records pertaining to training and acknowledgment of duties pertaining to required reporting.

**9.7 FISCAL RECORDS**

CONTRACTOR agrees to maintain operations in a manner consistent with law, regulations, safety, and good practice and shall maintain records in sufficient detail to verify its billed services to LEA. CONTRACTOR shall provide access to, or forward copies of, documents relating to services provided under this Master Contract to LEA within twenty (20) days upon reasonable request, except as otherwise required by law. 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; Such records shall be maintained by CONTRACTOR for five (5) years and shall be available for audit upon LEA request.

**9.8 AUDIT EXCEPTIONS**

CONTRACTOR shall be responsible to receive, reply to, and/or comply with any audit exceptions identified by appropriate LEA personnel, consultants or state or federal audit agencies occurring as a result of CONTRACTOR'S performance of this contract. Upon being notified of any financial penalties by or assessed against the LEA attributable to the CONTRACTOR for failure to properly perform any of its obligations under this contract, the CONTRACTOR shall pay LEA within thirty (30) days, unless contested by CONTRACTOR. After resolution of CONTRACTOR's contention, any remaining funds owed to the LEA shall be paid within thirty (30) days. Any, and all audit exceptions must be specified in detail before any demand from the LEA for any amount requested.

**9.9 CONFIDENTIALITY OF RECORDS**

CONTRACTOR shall be responsible for and required to protect the confidentiality of pupil records as required by law.

**SECTION 10: MODIFICATIONS/AMENDMENTS**

This Master Contract and any ISA agreed to hereunder may not be amended without the prior written consent of both parties.

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**SECTION 11: TERMINATION**

This Master Contract and/or any ISA may be terminated as follows:

11.1 Upon the mutual agreement of the parties.

11.2 For cause by either party, upon twenty (20) days written notice to the other party, or earlier by mutual agreement. Cause for termination shall include, but not be limited to:

11.2.1 The expiration revocation, rescission, or cancellation of any certification required for CONTRACTOR to provide special education and/or related services as may be required by the ISA of each pupil enrolled by Contractor pursuant to this Master Contract.

11.2.2 The material breach of this Master Contract by either party, including but not limited to CONTRACTOR's failure to maintain required insurance.

11.2.3 For an ISA, the pupil requires services beyond the capacity of CONTRACTOR'S certification or level of staffing.

11.2.4 For an ISA, the pupil's continued presence materially and adversely affects the provision of services to other pupils.

11.2.5 For an ISA, the pupil presents a safety risk to other pupils or staff.

11.2.6 For an ISA, the acts or omissions of the pupil's parent, guardian or advocate materially interfere with CONTRACTOR in the IEP formulation or delivery of services to the pupil or other pupils.

11.2.7 Any ISA agreed to pursuant to this Master Contract shall be terminated upon termination of this Master Contract.

11.3 Cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the pupil to a public school program.

11.4 Termination of the Master Contract or ISA shall not affect LEA's payment obligations under Section 8, for services rendered prior to termination.

11.5 In the event CONTRACTOR believes that a pupil involved in a pending ISA termination presents a risk of substantial disruption or harm to others or the pupil, the parties shall confer on an immediate basis to determine alternate means of safely delivering services during the notice period.

**SECTION 12: RENEWAL**

This Master Contract may be renewed upon the written agreement of the Parties. In the event that a pupil is enrolled with the CONTRACTOR during the term of this Master Contract and said pupil continues to receive special education and/or related services from CONTRACTOR after expiration of this Master Contract and a new master contract has not yet been executed, the terms of this Master Contract and associated Individual Service Agreements shall apply to any and all special education and/or related services provided by the CONTRACTOR until the successor Master Contract is executed. LEA's



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payment obligation under Section 8 shall apply to all services provided by CONTRACTOR under this section. This provision is solely for the purpose of avoiding interruption of services during extended contract negotiations. However, nothing in this provision shall obligate CONTRACTOR to provide services after the expiration of this Master Contract. If CONTRACTOR intends not to renew the Master Contract, CONTRACTOR shall provide LEA at least 30 days written notice of such intent. If the renewal Master Contract includes a rate increase, the rates shall be retroactive to the start of the Master Contract term, unless the parties agree otherwise.

**SECTION 13: COMPLIANCE WITH LAW**

During the term of this contract, CONTRACTOR and LEA shall comply with all applicable federal, state and local laws and regulations relating to the provision of services under this Master Contract and any associated ISAs.

**SECTION 14: NON-DISCRIMINATION STATEMENT**

CONTRACTOR and LEA do not discriminate on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation with regard to employment, contracting and the provision of services. CONTRACTOR and LEA shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement.

**SECTION 15: INDEPENDENT CONTRACTOR STATUS**

This Master 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.

**SECTION 16: STANDARD OF PERFORMANCE**

CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards of each services provider's licensure or certification in the State of California, or as applicable, under the standards prescribed by the California Department of Education.

**SECTION 17: SUBCONTRACT AND ASSIGNMENT**

CONTRACTOR may not subcontract or assign its obligation under this Master Contract or related ISA without the express written consent of LEA. However, CONTRACTOR may subcontract out transportation services. CONTRACTOR may subcontract individual service providers on a temporary basis in the case of staffing absences or staff shortages without written consent, however if such temporary staffing persists longer than one-month, then written consent of LEA is required. Any other subcontract or assignment shall require written consent of the LEA, and such approval shall not be unreasonably withheld.

**SECTION 18: INDEMNIFICATION**

CONTRACTOR shall indemnify and hold harmless LEA and its officers, employees, and agents (hereinafter "Indemnified Parties") from and against any and all costs, claims, demands, expenses or liabilities (collectively "liabilities"), to the extent such liabilities arise from CONTRACTOR'S wrongful acts, omissions, or negligent performance under this Master Contract.

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LEA shall indemnify and hold harmless CONTRACTOR and its officers, employees, and agents (hereinafter "Indemnified Parties") from and against any and all costs, claims, demands, expenses or liabilities (collectively "liabilities"), to the extent such liabilities arise from LEA'S wrongful acts, omissions, or negligent performance under this Master Contract.

The terms of this section shall survive termination of this Master Contract.

**SECTION 19: INSURANCE**

During the entire term of this contract and any extension or modification thereof, CONTRACTOR shall procure and maintain in effect for the term of this Master Contract a policy or policies of insurance and coverage limits as follow.

General Liability	\$1,000,000/3,000,000
Professional Liability	\$1,000,000/3,000,000
Auto liability owned and non-owned vehicles	\$1,000,000/3,000,000
(This provision is applicable only if CONTRACTOR provides transportation services)	
Workers Compensation	(per statute)

The parties agree that the above-listed coverage limits are expected to be sufficient to insure the indemnity and defense obligation undertaken by CONTRACTOR pursuant to Section 18, above, and shall be endorsed to name LEA as an additional insured. Said additional insured endorsement must specify that any coverage which may otherwise be available to LEA is primary and non-contributory.

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.

Not later than the effective date of this Master Contract, the CONTRACTOR shall provide the LEA with a satisfactory certificate or evidence of insurance for all coverage required under this Master Contract. The insurance maintained by CONTRACTOR shall include a provision for the insurance provider to send written notice of cancellation or modification to LEA at least thirty (30) calendar days before cancellation or adverse material change, or ten (10) days for nonpayment of premium. Independently from the insurer's obligation to provide notice to the LEA, the CONTRACTOR shall provide the LEA written notice of cancellation or adverse material modification within one (1) business day after receiving such notice from the insurer.

**SECTION 20: ENTIRE AGREEMENT**

This Master Contract constitutes the entire agreement between the parties. There are no understandings, agreement, or representations not specified in this Master Contract.

**SECTION 21: 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.

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**SECTION 22: 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.

**SECTION 23: ELECTRONIC SIGNATURES**

CONTRACTOR and LEA consent to conducting transactions for this Master Contract via electronic signature, which will have the same validity and effect as a signature affixed by hand, through an electronic system established and maintained by LEA.

23.1 Under the Uniform Electronic Transactions Act (California Civil Code sections 1633.1-1633.17), CONTRACTOR and LEA agree to conduct transactions relating to the Agreement by use of an electronic signature, which is an electronic mark that is held to the same standard as a legally binding equivalent a handwritten signature. CONTRACTOR and LEA further agree that, for the purposes of authorizing, approving, and authenticating records, information, and transactions relating to this Agreement, the electronic signature has the full force and effect of a signature affixed by hand to a paper document. CONTRACTOR and LEA agree that the transactions conducted electronically relating to this Agreement shall be binding upon each of them.

23.2 CONTRACTOR and LEA agree that the electronic signature will be valid from date of issuance until the end of the Agreement term or earlier if it is revoked or terminated under this Agreement. Each party understands that the other may suspend or terminate the use of electronic signatures in its reasonable discretion (but such action shall not affect previous electronically signed documents).

23.3 CONTRACTOR and LEA will use the electronic signature to establish identity and sign electronic documents and forms relating to the Master Contract and Amendments. CONTRACTOR and LEA are solely responsible for protecting the electronic signature. If either party suspects or discovers that the electronic signature has been stolen, lost, used by an unauthorized party, or otherwise compromised, then the discovering party will immediately notify the other party and request that the electronic signature be revoked. CONTRACTOR and LEA will then immediately cease all use of the electronic signature. CONTRACTOR and LEA agree to keep the electronic signature secret and secure by taking reasonable security measures to prevent it from being lost, modified, or otherwise compromised, and to prevent unauthorized disclosure of, access to, or use of it or of any media on which information about it is stored.

**SECTION 24: NOTICES**

Notices provided for by this Master Contract shall be in writing, be delivered to the individual identified below in this section, and shall be delivered via certified, registered, or return receipt requested mail, postage prepaid, email or 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 all notices shall be the date of the postmark, email or 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, after which all future notices shall be addressed to that individual. If the LEA or the CONTRACTOR does not identify an individual to be notified in this section, notification may be given to the individual executing this Master Contract, or the individual with whom the notifying party normally communicates on related matters for the other party. If the individual designated below is no longer employed by the party, or is no longer in the designated position, notification may be made to the person currently in the position (whether in a permanent or interim capacity).



**San Diego County Nonpublic Master Contract**  
**Main Document**  
**2024-2025**

**Notices to the LEA:**

Marilyn Adrianzen, Chief Business Official  
Name/Title

San Ysidro School District  
Local Education Agency

4350 Olay Mesa Road  
Address

San Ysidro      CA      92173  
City                      State                      Zip

( 619 ) 428-4476  
Phone

( 619 ) 428-9355  
Facsimile

marilyn.adrianzen@sysdschools.org  
Email Address

**Notices to the CONTRACTOR:**

Territory Vice President  
Name/Title

Specialized Education of California, Inc. that owns and operates  
Sierra School of San Diego  
Nonpublic

PO Box 444  
Address

Elmsford      NY      10523  
City                      State                      Zip

( 619 ) 460-5090  
Phone

(       )  
Facsimile

contracts@fullbloom.org  
Email Address

**SECTION 25: 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 of this Master 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) through third party mediation before a mutually agreed upon mediator, or 3) by civil court action.

**San Diego County Nonpublic Master Contract  
Main Document**

**2024-2025**

**SECTION 26: SIGNATURES**

This Master Contract, 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 Master Contract by and through their duly authorized agents or representatives as indicated by their signatures.

This Master Contract is effective on May 5, 2025 and terminates at 5:00 p.m. on June 30, 2025 unless sooner terminated as provided herein.

**CONTRACTOR**

Nonpublic ☒ School ☐ Agency

Dawn Thomas  
Dawn Thomas (May 8, 2025 12:06 CDT)

DATE: 05/08/2025

Authorized Representative Signature

Dawn Thomas, President  
(Type) Name and Title

---

**LEA**

Local Educational Agency

\_\_\_\_\_  
Authorized Representative Signature

DATE: \_\_\_\_\_

Marilyn Adrianzen, Chief Business Official  
(Type) Name and Title

LEA Board Approval

DATE: \_\_\_\_\_



LEA: San Ysidro School District  
and operates Sierra School of San Diego

Nonpublic: Specialized Education of California, Inc. that owns

# **2024-2025 Nonpublic Master Contract**

## **Appendix A: Schools**

**SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT  
APPENDIX A: SCHOOLS  
2024-2025**

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**SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT**  
**APPENDIX A: SCHOOLS**  
**2024-2025**

**NONPUBLIC MASTER CONTRACT**  
**Appendix A: Schools**

**SECTION 1: NONPUBLIC SCHOOLS ASSOCIATED WITH LICENSED CHILDREN'S INSTITUTIONS**

When the CONTRACTOR is owned, operated by, or associated with a licensed children's institution (LCI), the CONTRACTOR 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: (a) that the pupil be identified as an individual with exceptional needs per EC 56026 (Health and Safety Code 1501.1(b), EC 56155.7); and/or (b) that the pupil attend the CONTRACTOR (EC 56366.9). Educational placement of a pupil in the CONTRACTOR 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 the 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.

CONTRACTOR will not accept a pupil if it cannot provide or ensure the provision of the services outlined in the pupil's IEP/IFSP. The CONTRACTOR will make a good faith effort to notify the LEA of its decision to decline enrollment within ten (10) working days from the date of receipt of the application packet 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 2.1 (Notices) of the Nonpublic Master Contract Main Document.

CONTRACTOR and LEA shall mutually agree which party will provide meals in order to satisfy the State Meal Mandate under California Education Code sections 49005 et seq.; 49501.5, the universal meal mandate enacted by AB 130 (2021-2022); 49530 et seq; and 49550 et seq. If mutually agreed that the CONTRACTOR shall provide meals, it will be documented within the Individual Services Agreement. This regulation applies only to students placed through the IEP process.

**2.2 GENERAL PROGRAM OF INSTRUCTION**

The CONTRACTOR's educational materials, services, and programs will be consistent with the pupil's IEP/IFSP 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 CONTRACTOR shall offer/provide pupils with access to the following educational materials: for K and grades 1 to 8, inclusive, state-adopted standards-based, core curriculum and instructional materials, including technology-based materials as defined in EC 60010; for grades 9 to 12, inclusive, standards-based, core curriculum and instructional materials, including technology-based materials as defined in EC 60010, used by any local education agency that contracts with the CONTRACTOR.

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 2.1 (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 pupil access to technology as part of the general program of instruction and staff technology training as needed.

**SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT  
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An individual with exceptional needs, as defined in Section 56026, shall not participate in independent study, as defined by EC 51745 (c), unless his or her IEP specifically provides for that participation.

For A-G course credits, only University of California A-G approved courses will be accepted by contracting LEAs.

**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 2.1 (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**

For Foster Youth, defined pursuant to EC 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 (2<sup>nd</sup>) 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 EC 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 pupil 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. The LEA shall provide the low incidence equipment assigned to the pupil through the IEP/IFSP unless the 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 the CONTRACTOR remain the property of the CONTRACTOR, if not specifically reimbursed by the LEA for that specific supply or equipment. If the CONTRACTOR provides 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 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, Memorial Day, and Juneteenth, 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 one hundred eighty (180) billable days of attendance during the regular school year, or the number of days allotted for the extended school year, per that pupil's Individual Services Agreement. The CONTRACTOR shall arrange for transportation on the make-up days.

The CONTRACTOR shall only provide specialized academic instruction and related 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.



**SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT**  
**APPENDIX A: SCHOOLS**  
**2024-2025**

**2.5**     **CREDITABLE DAYS OF ATTENDANCE / INSTRUCTIONAL MINUTES**

Creditable days of attendance include days on the school calendar, as well as 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 46307). The instructional minutes should be reflected in the Individual Services Agreement.

In the event that an emergency meets CDE's requirement of a qualifying event which impacts the CONTRACTOR'S ability to provide instruction and services, the CONTRACTOR shall receive payment for days of closure if the CONTRACTOR has complied with any requirements imposed on the LEA to secure payment itself.

**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

Statewide standardized tests shall be administered pursuant to state requirements and local guidelines, 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. The LEA and the CONTRACTOR shall collaborate to minimize the disruption to the educational programs for pupils 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 56060 et seq.. 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 pupil'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 shall conduct a validation review of the CONTRACTOR prior to an initial conditional certification. An on-site review shall be conducted within ninety (90) days of the initial conditional certification and pupil enrollment. On-site reviews shall be scheduled at least once every three years thereafter. In addition, LEA shall monitor the education of pupils placed by IEP teams in the nonpublic school setting.

Upon request, the CONTRACTOR shall provide the LEA with annual program goals and implementation plan. The CONTRACTOR will participate in the review via the San Diego County Nonpublic Quality Review process. The Quality Review Committee shall make every attempt to coordinate the Quality Review process with the CDE certification review.

**SECTION 3: SAFETY**

**SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT**  
**APPENDIX A: SCHOOLS**  
**2024-2025**

**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. The CONTRACTOR shall comply with applicable law with respect to the structural specifications of the facilities in which it provides services.

The 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 (50) or more pupils or more than one (1) 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 thirty (30) minutes or more per day. The CONTRACTOR shall file the signed copies of such attendance register, report, or record with monthly invoices with 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**

LEA will provide payment for up to six excused absences, not covered by make-up days, in the contract year to include Extended School Year (ESY). Any payment for excused absence that occurs beyond the agreed upon six excused absences in the contract year would be arranged directly with the individual LEA and based on individual student needs.

As part of the monthly billing process, after the 3rd, 6th and 9th cumulative day of a student's absence, CONTRACTOR shall notify LEA of such absences in writing. CONTRACTOR will maintain written records regarding all LEA students' absences. The LEA shall be responsible for payment for days that meet the criteria for excused absence within Education Code 48205, not to exceed six days within the contract year. Failure of the CONTRACTOR to notify the LEA case manager of each tier of absences, shall relieve the LEA of any obligation to pay for any excused absences under this section.

If a pupil's absences exceed more than ten (10) 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 pupil.

**SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT**  
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b. Change of Pupil's District of Residence

Within five (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. Such notice shall be provided pursuant to Section 2.1 (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 Pupil

The CONTRACTOR shall report by telephone to the LEA no later than the end of the next school day if a pupil is dis-enrolled from school by the parent. The CONTRACTOR shall confirm such telephone call in writing within three school days.

d. Make-up Days/Saturday School

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 CONTRACTOR'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 the CONTRACTOR's regular monthly invoice. The CONTRACTOR shall prepare a Register of Daily Attendance for make-up days during the month showing all pupils who were in attendance. The total amount billed for make-up days during the month will be shown as a separate line on the CONTRACTOR's invoice. All provisions for audit, corrections, and payment as stated in this Master Contract that apply to the CONTRACTOR's invoicing, shall apply to the make-up day invoice.

e. Medication

The CONTRACTOR shall comply with the requirements of EC 49423 when the CONTRACTOR serves a pupil that is required to take prescription and/or over-the-counter medication during the school day. The CONTRACTOR may designate personnel to assist the pupil with the administration of such medication after the pupil's parent(s) provides to the 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 pupil's parent(s) granting the CONTRACTOR permission to administer medication(s) as specified in the physician's statement. The CONTRACTOR shall maintain, and provide to the LEA upon request, copies of such written statements. The CONTRACTOR shall maintain a written log for each pupil to whom medication is administered. Such written log shall specify the pupil's name; the type of medication; the date, time, and amount of each administration; and the name of the CONTRACTOR's employee who administered the medication. The 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

The LEA shall notify the CONTRACTOR within twenty-four (24) hours when the LEA removes a pupil due to medical reasons.



**SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT  
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**SECTION 4: FINANCIAL**

**4.1 RATE SCHEDULE FOR CONTRACT YEAR**

The CONTRACTOR: Specialized Education of California, Inc. that owns and operates Sierra School of San Diego

The CONTRACTOR NPS ID NUMBER: 37-68338-6992994

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: 1:14. Staff to Students ratio 1:3 (M/S) and 1:6 (M/M)

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 pupil's IEP.) DAILY RATE: **1:6 Mild/Mod - \$247.52**

**1:3 Mod/Severe - \$258.01**

**2) Related Services**

<u>RELATED SERVICES</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>	<u>\$30.00</u>	<u>per hour</u>
<u>Individual and Small Group Instruction (Ages 3-5 only) (350)</u>	<u></u>	<u></u>
<u>Language and Speech (415)</u>	<u></u>	<u></u>
<u>Language and Speech (415) - Licensed SLP-A</u>	<u></u>	<u></u>
<u>Language and Speech (415) – Speech Therapy Aide</u>	<u></u>	<u></u>
<u>Adapted Physical Education (425)</u>	<u></u>	<u></u>
<u>Health and Nursing: Specialized Physical Health Care LVN (435)</u>	<u></u>	<u></u>
<u>Health and Nursing: Specialized Physical Health Care RN (435)</u>	<u></u>	<u></u>
<u>Health and Nursing: Specialized Physical Health Care CRN (435)</u>	<u></u>	<u></u>
<u>Health and Nursing: Other Services LVN (436)</u>	<u></u>	<u></u>
<u>Health and Nursing: Other Services RN (436)</u>	<u></u>	<u></u>
<u>Health and Nursing: Other Services CRN (436)</u>	<u></u>	<u></u>
<u>Health and Nursing: Other Services Health Aide/CNA (436)</u>	<u></u>	<u></u>
<u>Assistive Technology Services – Credentialed (445)</u>	<u></u>	<u></u>



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<u>Assistive Technology Services - Classified (445)</u>	<u>                    </u>	<u>                    </u>
<u>Occupational Therapy (450)</u>	<u>                    </u>	<u>                    </u>
<u>Occupational Therapy (450) – Certified OT Assistant</u>	<u>                    </u>	<u>                    </u>
<u>Physical Therapy (460)</u>	<u>                    </u>	<u>                    </u>
<u>Physical Therapy – Licensed PT Assistant (460)</u>	<u>                    </u>	<u>                    </u>
<u>Individual Counseling (510)</u>	<u>\$92.80</u>	<u>per hour</u>
<u>Counseling and Guidance (515)</u>	<u>                    </u>	<u>                    </u>
<u>Parent Counseling (520)</u>	<u>\$92.80</u>	<u>per hour</u>
<u>Social Work Services (525)</u>	<u>                    </u>	<u>                    </u>
<u>Psychological Services (530)</u>	<u>                    </u>	<u>                    </u>
<u>Behavior Intervention Services (535) – BI Design</u>	<u>                    </u>	<u>                    </u>
<u>Behavior Intervention Services (535) – BI Implementation</u>	<u>                    </u>	<u>                    </u>
<u>Behavior Intervention Services (535) – BII (AIDE)</u>	<u>                    </u>	<u>                    </u>
<u>Behavior Intervention Services (535) – BII (RBT)</u>	<u>                    </u>	<u>                    </u>
<u>Specialized Services for Low Incidence Disabilities (610)</u>	<u>                    </u>	<u>                    </u>
<u>Specialized Deaf and Hard of Hearing (710)</u>	<u>                    </u>	<u>                    </u>
<u>Interpreter Services (715)</u>	<u>                    </u>	<u>                    </u>
<u>Interpreter Services Shift Differential (715)</u>	<u>                    </u>	<u>                    </u>
<u>Audiological Services (720)</u>	<u>                    </u>	<u>                    </u>
<u>Specialized Vision Services (725)</u>	<u>                    </u>	<u>                    </u>
<u>Orientation and Mobility (730)</u>	<u>                    </u>	<u>                    </u>
<u>Braille Transcription (735)</u>	<u>                    </u>	<u>                    </u>
<u>Specialized Orthopedic Services (740)</u>	<u>                    </u>	<u>                    </u>
<u>Reader Services (745)</u>	<u>                    </u>	<u>                    </u>
<u>Recreation Services, Including Therapeutic (760)</u>	<u>                    </u>	<u>                    </u>
<u>College Awareness Preparation (820)</u>	<u>                    </u>	<u>                    </u>
<u>Vocational Assessment, Counseling/Guidance Assessment (830)</u>	<u>                    </u>	<u>                    </u>

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<u>Career Awareness (840)</u>	<u>\$32.00</u>	<u>per hour</u>
<u>Work Experience Education (850)</u>	<u>\$32.00</u>	<u>per hour</u>
<u>Job Coaching (855)</u>	<u>\$32.00</u>	<u>per hour</u>
<u>Mentoring (860)</u>	<u></u>	<u></u>
<u>Agency Linkages (referral and placement) (865)</u>	<u></u>	<u></u>
<u>Travel Training (870)</u>	<u></u>	<u></u>
<u>Other Transition Services (890)</u>	<u></u>	<u></u>
<u>Other Services (900) - Music Therapy</u>	<u></u>	<u></u>
<u>Other Services (900) - Vision Therapy</u>	<u></u>	<u></u>
<u>Other Service (900)</u>	<u></u>	<u></u>
<u>Transportation – Emergency</u>	<u>\$120.00</u>	<u>per hour</u>
<u>Bus Passes</u>	<u></u>	<u></u>

NOTES: Late Pickup Fee and Transport Fee is \$30.00 every 15 mins after 3:00pm

*\*Parent transportation reimbursement rates to be set forth in Individual Services Agreements.  
List late pick up fees in the notes section of the rate sheet.*

**San Diego County Nonpublic Master Contract**  
**Appendix A: Schools**  
**2024-2025**

**SECTION 5: APPROVALS**

**CONTRACTOR**

Nonpublic School

Dawn Thomas  
Dawn Thomas (May 8, 2025 12:06 CDT)  
Authorized Representative Signature

DATE: 05/08/2025

Dawn Thomas, President  
(Type) Name and Title

---

**LEA**

Local Educational Agency

\_\_\_\_\_  
Authorized Representative Signature

DATE: \_\_\_\_\_

Marilyn Adrianzen, Chief Business Official  
(Type) Name and Title

LEA Board Approval

DATE: \_\_\_\_\_

# INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

(FOR USE WITH SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT APPENDIX A: SCHOOLS)

2024-2025

This agreement is effective on May 5, 2025 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, 2025, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency (LEA) San Ysidro School District Nonpublic School Specialized Education of California, Inc. that owns and operates Sierra School of San Diego

LEA Case Manager: Name Oscar C. Madera Phone Number 619-428-4476 ext 3091

Pupil Name R.H. Sex: ☒ M ☐ F Grade:       
(Last) (First) (M.I.)

Address      City San Diego State/Zip CA 92154

DOB      Residential Setting: ☒ Home ☐ Foster ☐ LCI #      ☐ OTHER     

Parent/Guardian      Phone (619)      ( )       
(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: 366 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  
22 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: \$258.01  
(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 34 x Daily Rate \$258.01 = PROJECTED BASIC EDUCATION COSTS (A) \$8,772.34

## 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		6.1 hrs/day - RSY 4 hrs/day - ESY	\$30.00/hr	145.40 hrs RSY 40 hrs - ESY 186.40 total hrs	\$5,592.00
Individual and Small Group Instruction (350) (Ages 3-5 only)							
Language and Speech (415)		X		1920 mins/yr	INCLUDED		INCLUDED
Adapted Physical Ed. (425)	X			900 mins/yr			
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)							

# INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

(FOR USE WITH SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT APPENDIX A: SCHOOLS)

2024-2025

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 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)	X			600 mins/yr			
Occupational Therapy (450)		X		960 mins/yr	INCLUDED		INCLUDED
Physical Therapy (460)	X			900 mins/yr			
Physical Therapy - Licensed PT Assistant (460)							
Individual Counseling (510)							
Counseling and Guidance (515)							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535) – BI Design					INCLUDED		INCLUDED
Behavior Intervention Services (535) – BI Implementation					INCLUDED		INCLUDED
Behavior Intervention Services (535) – BII (AIDE)							
Behavior Intervention Services (535) – BII (RBT)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							

# INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

(FOR USE WITH SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT APPENDIX A: SCHOOLS)

2024-2025

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				
Interpreter Services (715)							
Interpreter Services – Shift Differential (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
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)							
Mentoring (860)							
Agency Linkages (referral and placement) (865)							
Travel Training (870)							
Other Transition Services (890)							
Other Services (900) Music Therapy	X			900 mins/yr			
Other Services (900) Vision Therapy	X			450 mins/yr consult			

# INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

(FOR USE WITH SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT APPENDIX A: SCHOOLS)

2024-2025

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				
Other Service (900) Vision Therapy	X			1680 mins/yr			
Transportation-Emergency							
Bus Passes							

ESTIMATED MAXIMUM RELATED SERVICES COST (C)\$ \$5592.00

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-

Sierra School of San Diego

San Ysidro School District

(Name of Nonpublic School)

(Name of School District)

 5/6/25

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

Lanae Aquilera, MA, Director

Marilyn Adrianzen, Chief Business Official

(Name and Title)

(Name of Superintendent or Authorized Designee)

# SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

**TO:** Governing Board

**BOARD MEETING DATE:** May 22, 2025

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

**FROM:**  
Special Education Department  
Oscar Madera, Director

☐ Informational  
☒ Action

**AGENDA ITEM:** AGREEMENT WITH THE SELF & MATCH SYSTEM

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## BACKGROUND INFORMATION:

The Self and Match System is a self-monitoring tool designed to teach students to engage in positive interactions and develop behavioral, social, and academic skills. It can be used class-wide as a Tier 1 intervention or to support individual students who need Tier 2 and/or Tier 3 interventions.

Description	Unit	Price
Consultation of Student-Specific Self & Match consultation with BCBA	Per Hour	\$285.00
Self & Match consultation with BCBA	Per Hour	\$285.00
Introductory Workshop	Group	\$2,000.00
Self & Match Manual	Each	\$90.00
Paraprofessional Workshop "Working Session"	Group	\$800.00
Paraprofessional Workshop "Intermediate Session"	Group	\$800.00

## RECOMMENDATION:

Approve the agreement with Self & Match for school year 2025-2026, to provide teachers/staff with multi-tiered interventions to support students in the classroom with behavioral, social, and academic skills. Cost implications will be paid from the Special Education fund.

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**LCAP GOAL AND ACTION/SERVICE:** Goal 1: Student Achievement, Action 1.10: In response to feedback from educational partners and a review of data, teachers and administrators will have the opportunity to participate in ongoing PD and Coaching to support the improved implementation of integrated and designated ELD, ELA, and Math instructional strategies to address the needs of ELs, students with disabilities, and unduplicated students.

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☐ Renewal    ☒ New    ☐ Amendment    ☐ Ratify    ☐ Other

Financial Implications?

☒ Yes    ☐ No

Are funds for this item available in the 2025-2026 Budget?

☒ Yes    ☐ No

Requisition #

TBD

(Amount)

Special Education

(Name of funding source and/or location)

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



# SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

## PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 22<sup>nd</sup> day of May 2025, by and between the San Ysidro School District, hereinafter called the "District", and

Self & Match Educational Consultation

Company/Consultant

(619) 393-8208

Telephone Number

310 S Twin Oaks Valley Road #107-264, San Marcos, CA 92078

Address

www.selfandmatch.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: May 1, 2025 To June 30, 2026

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. Agreements are limited to a total of 5 years at which point a new Agreement will be needed.

### 2 FEES AND PAYMENTS

#### 2.1 FEES

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

# **SAN YSIDRO SCHOOL DISTRICT**

4350 Otay Mesa Road, San Ysidro, CA 92173

## **2.2 PAYMENTS**

Consultant shall submit to District an itemized invoice which indicates work completed by Consultant. District shall review each invoice and/or receipts submitted to determine that the work performed, and expenses incurred are in compliance with the provisions of this Agreement. District shall pay Consultant within 30-days of receipt of an acceptable invoice from Consultant.

## **3. ADDITIONAL SERVICES.**

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

## **4 RESPONSIBILITIES OF CONSULTANT**

### **4.1 ORGANIZATION**

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

### **4.2 COORDINATION OF SERVICES**

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

### **4.3 STANDARD OF CARE:**

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

### **4.4 INDEPENDENT CONSULTANT & ADDITIONAL PERSONNEL**

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

## SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

### 4.5 LAWS AND REGULATIONS

The Contractor 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. 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 appropriate to the Consultant’s profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. *(If applicable – see footnote next page)*  
**District waives \_\_\_\_\_**
5. **Improper Sexual Conduct:** \$1,000,000 per occurrence with an aggregate of not less than \$2,000,000 for damages because of bodily injury by reason of negligent hiring and supervision. May be included under General Liability.  
**District waives \_\_\_\_\_**
6. **Cyber Security Liability:** Coverage for both electronic and non-electronic data breach of \$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 judgments or settlement and defense costs arising out of litigation due to a data breach and data breach response costs for customer notification and credit monitoring service fees.  
**District waives \_\_\_\_\_**

## SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

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

### Additional Insured Status - Endorsement

The San Ysidro School District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy and Professional Liability (Errors & Omissions) 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. The additional insured coverage must be provided in the form of an **Additional Insured Endorsement** to the Consultant's/SubConsultant's/Subcontractors' insurance. 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/SubConsultant/Subcontractor 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/SubConsultant/Subcontractor shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. **All certificates and endorsements are to be received and approved by the District before work/services commences.** However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

# **SAN YSIDRO SCHOOL DISTRICT**

4350 Otay Mesa Road, San Ysidro, CA 92173

## **5 GENERAL PROVISIONS**

### **5.1 DELAYS IN PERFORMANCE**

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

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

### **5.2 SUSPENSION OF SERVICES**

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

### **5.3 TERMINATION OF AGREEMENT**

(1) Termination. District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to District to date of the notice of termination and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

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

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

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

### **5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY**

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

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

## SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

Protection Act (COPPA), the Family Educational Rights and Privacy Act (FERPA), and HIPAA Privacy regulations and any other privacy laws, policies and regulations that may apply such as American Recovery and Reinvestment Act of 2009 ("ARRA") and the Health Information Technology and Economic Clinical Health Act of 2009 ("HITECH").

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

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

### 5.5 SAFETY

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

### 5.6 PROJECT STAFFING

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

### 5.7 INDEMNIFICATION

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

## SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

### 5.8 AMENDMENTS

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

### 5.9 SEVERABILITY

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

### 5.10 GOVERNING LAW

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

### 5.11 CONFLICT OF INTEREST

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

### 5.12 SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS:

As a Contractor/Vendor of the District, you are responsible for ensuring that your agents and employees are complying with applicable state, county and District guidelines whenever services are performed on all District operated facilities.

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. Attachment 1)**

Per Ed Code 49406 and Assembly Bill 1667, the District requires 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.

<b>CONSULTANT:</b>	<b>Self &amp; Match Educational Consultation</b>	
Name:	<del>Jaime Salter</del>	Jamie Salter
Title:		
Address:	310 S Twin Oaks Valley Road #107-264	
City/State/Zip Code:	San Marcos, CA 92078	
Telephone:	(610) 393-8208	
Email:	<del>selfandmatch@gmail.com</del>	team@selfandmatch.com

## SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

<b>DISTRICT:</b>	<b>San Ysidro School District</b>	
Name:	Marilyn Adrianzen	Oscar Madera
Title:	Chief Business Official	Director of Special Education
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 or Exhibit 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.

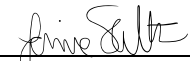
### 7 WARRANTY OF AUTHORITY:

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

Self & Match Educational Consultation

Firm Name



Signature of Authorized Agent

Co-Director

Print Name, Title

5/2/25

Date:

### DISTRICT

San Ysidro School District

Firm Name

Signature

Marilyn Adrianzen, Chief Business Official

Print Name, Title

Date

Board Approved:

Revised 2024



# SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

## SCHOOL SAFETY CERTIFICATION FORM

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

The San Ysidro School District (District) has determined under Education Code Section 45125.1, subdivision (c) that in performing services under this contract, **Contractor/Consultant's employees and/or subconsultants/subcontractors may have potential contact with pupils, minors and/or persons in an incapacitated state.**

JS (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.

JS (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).

JS (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).

JS (Initial) Consultant certifies and agrees that services provided during the term of this agreement will be supervised by school certificated staff and/or a parent or legal guardian must be present during each contact with pupils (visit, treatment, evaluation, therapy, etc.)

JS (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.

JS (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.

JS (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: Self & Match Educational Consultation

Name/title of authorized representative (Print) Jaime Salter Jamie Salter

Signature Jaime Salter Date 5/3/25

## SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

### EXHIBIT A

#### SCOPE OF WORK AND FEES

Self & Match will be providing Self & Match Consultation with BCBA at a rate of \$285.00 per hour and in addition the following professional development services:

<b>Description</b>	<b>Unit</b>	<b>Price</b>
Consultation of Student-Specific Self & Match consultation with BCBA	Per Hour	\$285.00
Self & Match consultation with BCBA	Per Hour	\$285.00
Introductory Workshop	Group	\$2,000.00
Self & Match Manual	Each	\$90.00
Paraprofessional Workshop "Working Session"	Group	\$800.00
Paraprofessional Workshop "Intermediate Session"	Group	\$800.00

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** May 22, 2025

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

**FROM:**  
Special Education Department  
Oscar Madera, Director

☐ Informational  
☒ Action

**AGENDA ITEM:** SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACTS WITH THE  
KOONINGS CENTER

**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, the administration requests the approval of NPS master contracts with The Koonings Center for the 2024-2025 school year.

**RECOMMENDATION:**

Approve/Ratify the San Diego County Nonpublic Master Contracts with The Koonings Center for school year 2024-2025 to provide individualized education for students with exceptional needs. Cost implications of \$7,741.50 will be paid from the Special Education Fund.

**LCAP GOAL AND ACTION/SERVICE:**

Goal 1, Item 1.7: Develop a schedule for small group instruction sessions to begin at the beginning of every school year. Implement progress monitoring measures to track the academic growth of targeted students every DRS session. Provide Professional Development for teachers and staff to support ELs and LTELs. Evaluate the effectiveness of the intervention program by the end of the school year by using student performance data and feedback from teachers and students for ELA and Math. Adjust intervention strategies as needed based on evaluation results to ensure continuous improvement. Distribute the support needed for the intervention program.

☐ Renewal    ☒ New    ☐ Amendment    ☐ Ratify    ☐ Other

Financial Implications?

Are funds for this item available in the 2024-2025 Budget?

Requisition #

☒ Yes

☐ No

☒ Yes

☐ No

PROJECTED

\$7,741.50

(Amount)

Special Education

(Name of funding source and/or location)

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

# 2024-2025

## 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 Nonpublic Master Contract  
Main Document

2024-2025

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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.

# **2024-2025**

# **Nonpublic**

# **Master Contract**

# **Main Document**

# San Diego County Nonpublic Master Contract

## Main Document

2024-2025

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# San Diego County Nonpublic Master Contract

## Main Document

2024-2025

This contract ("Master Contract") is entered into by and between San Ysidro School District ("LEA") and The Koonings Center ("CONTRACTOR") (collectively "Parties") pursuant to California Education Code section 56366 and California Code of Regulations section 5 CCR 3062 for the provision of special education and/or related services for 2024-2025 academic year.

### SECTION 1: TERM

The term of this Master Contract shall be for the period of July 1, 2024 to June 30, 2025. The Parties agree to use their best efforts during the term of this Master Contract to negotiate a successor agreement prior to its expiration. If the Parties execute this contract after July 1, 2024, then the provisions of this Master Contract shall be retroactive to the beginning of the Master Contract Term (July 1, 2024), to cover services provided by CONTRACTOR to LEA pupils, unless otherwise mutually agreed upon by both parties.

### SECTION 2: CONTRACT DOCUMENTS

The documents that make up the Master Contract shall include this Main Document and Appendices A (Schools), B (Agencies), and C (Room and Board), as applicable.

### SECTION 3: SERVICES PROVIDED TO PUPILS

#### 3.1 INDIVIDUAL SERVICES AGREEMENT

The LEA and CONTRACTOR shall enter into an Individual Services Agreement ("ISA") for each pupil for whom the LEA requests and CONTRACTOR agrees to provide special education and/or related services. The LEA is responsible for completing each pupil's ISA. The ISA for each such pupil shall identify the services to be provided to the pupil pursuant to the pupil's Individualized Education Program ("IEP") or Individualized Family Service Plan ("IFSP"), and the provider of each service identified therein. It is understood that this Master Contract does not commit the CONTRACTOR to provide special education and/or related services to any individual unless and until an Individual Services Agreement (ISA) 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.

#### 3.2 INTERIM WRITTEN APPROVAL

The LEA may provide interim written approval for CONTRACTOR to provide services to a pupil pending completion of an ISA and Master Contract. The interim written approval may be for a maximum period of one hundred and eighty (180) days, beginning with the anticipated pupil start date. If an Individual Services Agreement is not completed and executed by the LEA and the CONTRACTOR within this one hundred and eighty (180) day period, the LEA or the 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, until such time as there is a change in placement or subsequent execution of an Individual Services Agreement and Master Contract.

#### 3.3 SERVICES TO BE PROVIDED UNDER ISA OR INTERIM WRITTEN APPROVAL

The ISA and any interim written approval shall require Contractor to provide all special education and related services to pupil specified IEP or IFSP, as applicable, for the time specified in the IEP or IFSP unless otherwise specified therein. Changes to a pupil's educational program, including instruction, services, or instructional setting provided under this Master Contract and the ISA for that pupil, may only be made on the basis of revisions to the pupil's IEP or IFSP. In no case may Contractor expel or exit a pupil placed with Contractor except as provided under Section 11 of this Master Contract.

# San Diego County Nonpublic Master Contract

## Main Document

2024-2025

### 3.4 MODIFICATIONS TO IEP/IFSP

3.4.1 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, in which case the LEA shall convene an IEP meeting within 30 days of said notice.

3.4.2 In the event CONTRACTOR believes a pupil requires something other than what is specified in the ISA, Contractor shall immediately notify the LEA.

3.4.3 CONTRACTOR, including the pupil's then-present teacher, shall participate in all IEP/ISFP meetings for such time as the ISA remains in force and effect. If LEA or CONTRACTOR will be recommending significant changes to the pupil's program, placement or services, the LEA's assigned Case Manager and CONTRACTOR'S representatives shall discuss such recommendations prior to the IEP/IFSP meeting.

3.4.4 Any changes to the pupil's IEP or IFSP shall be incorporated into the ISA for that pupil via written amendment.

3.4.5 When an IEP team has determined that a pupil should be transitioned into the public school setting, the CONTRACTOR shall assist the LEA in implementing the IEP team's recommendations activities to support the transition.

### 3.5 ASSESSMENTS AND EVALUATIONS

If CONTRACTOR receives a parent request for evaluation or assessment of a pupil, CONTRACTOR shall advise the parent to submit the request in writing to the LEA. 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.

### 3.6 TRANSPORTATION

Transportation, where specified to be provided to a pupil in the ISA, may only be provided directly by the LEA or by a subcontractor engaged by CONTRACTOR for such purpose. Where the ISA specifies transportation is to be provided by CONTRACTOR, CONTRACTOR shall have in place a transportation safety plan that prescribes procedures to ensure safe transport of pupils including, adequate supervision during the transport and with staff trained in vehicle emergency procedures and passenger safety, as appropriate to the pupil needs.

In the event that the CONTRACTOR provides unscheduled transportation for pupils to or from school (due to health, behavior, other emergencies, or as otherwise agreed to by the CONTRACTOR and LEA), the transportation rate for such unscheduled transportation services will be at rates to be agreed upon by LEA and the CONTRACTOR.

### 3.7 BEHAVIORAL INTERVENTION

CONTRACTOR shall comply with all laws applicable to serving pupils with behavioral needs, including but not limited to, laws governing the use of emergency interventions, required reporting, referral, assessment, and modification of the applicable behavioral intervention plan, IEP and/or IFSP, as applicable.

# San Diego County Nonpublic Master Contract

## Main Document

2024-2025

### 3.8 PUPIL DISCIPLINE

3.8.1 CONTRACTOR shall maintain and abide by a written policy for pupil discipline that is consistent with state and federal law.

3.8.2 CONTRACTOR shall provide pupils who exhibit serious behavioral challenges timely and appropriate assessments and positive supports and interventions in accordance with the federal Individuals with Disabilities Education Act and its implementing regulations.

3.8.3 CONTRACTOR shall report to LEA all incidents of discipline of any pupil where there has been violation of EC 48900 or 48915 which results in in- or out-of-school suspension, expulsion, or other means of correction.

3.8.4 CONTRACTOR shall immediately submit a written discipline report to the LEA if CONTRACTOR seeks to remove a pupil from his/her current educational placement for disciplinary reasons. The written discipline report shall include, but not be limited to: the pupil's name; the time, date, and description of the misconduct; the disciplinary action taken by the CONTRACTOR; and the rationale for such disciplinary action. Upon receipt, LEA will schedule an IEP meeting and/or manifestation determination review.

### 3.9 QUARANTINE OF PUPILS

Where a pupil is required to quarantine due to a Public Health Order, or applicable federal, state or local public health guidance, CONTRACTOR will notify the LEA immediately of the pupil's quarantine (as used in this Master Contract, "immediately" shall mean within one business day of CONTRACTOR'S actual knowledge.). So long as the CDE or other regulatory body institutes or provides remote learning or independent study guidance which allows for LEA to obtain ADA funding applicable during such quarantine, CONTRACTOR shall provide services accordingly. In such instances where CONTRACTOR is continuing to deliver such services during quarantine which complies with any remote learning or independent study funding requirements, and provides the services outlined in the pupil's IEP, the pupil will not be deemed absent under the terms of the Master Contract and payment for services will not be withheld by the LEA.

## SECTION 4: LEA OVERSIGHT

### 4.1 INITIAL VISIT PRIOR TO PLACEMENT

If the LEA does not already have a pupil placed at CONTRACTOR'S nonpublic school, the LEA shall be entitled to schedule and conduct, at a minimum, one onsite visit to CONTRACTOR'S nonpublic school prior to placement of any pupil at said school.

### 4.2 ANNUAL VISIT

The LEA shall be entitled to schedule and conduct, at a minimum, one onsite monitoring visit each year during which the LEA has a pupil attending CONTRACTOR'S nonpublic school. The monitoring visit shall include, but shall not be limited to, a review of services provided to the pupil through the ISA, a review of the progress the pupil is making towards the goals set forth in the pupil's IEP, a review of the progress the pupil is making towards the goals set forth in the pupil's behavioral intervention program, if any, an observation of the pupil during instruction and a walkthrough of the facility, and CONTRACTOR'S compliance with the state and federal related special education mandates.

# San Diego County Nonpublic Master Contract Main Document

2024-2025

## 4.3 UNANNOUNCED VISITS

LEA, SELPA and/or their designee(s) shall be entitled to make unannounced visits.

## 4.4 EVALUATION OF PUPIL PROGRESS

LEA will conduct evaluation of pupil progress in accordance with applicable law, as follows:

4.4.1 Evaluate the educational progress of each pupil placed in a nonpublic, nonsectarian school, including all state assessment results pursuant to the requirements of Section 52052.

4.4.2 Consider whether or not the needs of the pupil continue to be best met at the nonpublic, nonsectarian school and whether changes to the individualized education program of the pupil are necessary, including whether the pupil may be transitioned to a public school setting. This consideration shall be made at the meeting required by subdivision (d) of Section 56343 of the California Education Code.

4.4.3 Ensure the nonpublic, nonsectarian school or agency provides all services in each IEP unless the ISA for that pupil provides otherwise.

4.4.4 CONTRACTOR shall have written procedures in place for measuring pupil's progress on goals identified in the pupil's IEP or IFSP and shall provide written progress to parents and the LEA in accordance with applicable law.

4.4.5 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.

## **SECTION 5: NONPUBLIC CERTIFICATION**

CONTRACTOR is required to obtain and keep current any and all certifications required to provide such special education and related services to pupils as are required by the ISA of each pupil CONTRACTOR enrolls per this Master Contract. 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. However, such nullification shall not affect LEA's obligations to pay for services provided by CONTRACTOR while validly certified. Nonpublic Certification or waiver of such certification issued by CDE pursuant to EC 56366.2 is attached hereto.

## **SECTION 6: PERSONNEL**

### 6.1 REQUIRED CREDENTIALS, LICENSE AND/OR OTHER QUALIFICATIONS

CONTRACTOR shall assign only appropriately qualified personnel to provide contracted special education, and/or related services required by the IEP/IFSP, Master Contract and Individual Services Agreement, including appropriately credentialed teachers and/or licensed or license-eligible personnel or other education related mental health provider consistent with the California laws and regulations. All non-credentialed teachers and non-licensed service providers shall be required to obtain a waiver. 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.

# San Diego County Nonpublic Master Contract

## Main Document

2024-2025

### 6.2 VERIFICATION OF CREDENTIALS

CONTRACTOR shall be responsible for verification of credentials and licenses held by its employees, agents and subcontractors. CONTRACTOR shall upon request provide LEA with a copy of the credential or license for each staff member or subcontractor providing services to children with disabilities. Thereafter, the CONTRACTOR shall supply LEA with copies of any changes in the credentials or licenses of staff within forty-five (45) days of the change in accordance with CCR 3062.

### 6.3 TRAINING

CONTRACTOR shall be responsible for all training necessary to provide appropriate services per IEP/IFSP, including training in implementing Behavior Intervention Plan(s) as applicable.

### 6.4 STAFF TO PUPIL RATIOS

Staff to pupil ratios for any given pupil shall be as specified in the pupil's ISA.

### 6.5 FINGERPRINTING AND TUBERCULOSIS TESTING

CONTRACTOR shall ensure that employee background checks and tuberculosis screenings are conducted in accordance with state and federal law and shall maintain a record of same. Upon Request by LEA, CONTRACTOR shall provide to LEA its verification documents provided to the CDE.

### 6.6 ACKNOWLEDGMENT OF MANDATED REPORTER OBLIGATIONS

CONTRACTOR shall provide such training as is required under California law regarding child abuse reporting and shall maintain signed statements from all personnel acknowledging their training and understanding of the reporting requirements regarding observed or suspected cases of child abuse.

## SECTION 7: COMPENSATION

CONTRACTOR shall be paid in accordance with the terms set forth in Appendix A, B and/or C, as applicable.

## SECTION 8: BILLING AND PAYMENT

### 8.1 INVOICES

CONTRACTOR shall submit invoices monthly 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. Invoices should clearly reflect rates set forth in Appendix A, B &/or C, as applicable for services provided in accordance with the applicable ISA or interim written approval. Any related mental health services should be billed by the CONTRACTOR in a separate invoice.

### 8.2 LATE INVOICES

If LEA does not receive a properly submitted invoice within thirty (30) days from the end of the attendance accounting period calendar month, LEA may deduct 1.5% per month, calculated proportionately per day, of that total invoice, unless LEA has agreed to an extension of time for

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CONTRACTOR to submit the invoice. An invoice shall be deemed received on the confirmed date of receipt by LEA.

### 8.3 PAYMENT

LEA shall make payment within forty-five (45) days of receipt of a properly prepared and submitted invoice. Payment shall reference the invoice number or date and shall be in the amount of the invoice unless LEA has issued a Notice of Withholding pursuant to Section 8.5. 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, and make-up sessions 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 the 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.

### 8.4 LATE PAYMENT

If the payment by LEA is not postmarked within forty-five (45) days of the receipt of the invoice, LEA agrees to pay an additional fee of 1.5% interest per month on amounts not paid. Such interest shall be calculated beginning day forty-six (46) from receipt of the invoice in accordance with standard accounting procedures.

### 8.5 RIGHT TO WITHHOLD

LEA shall be entitled to withhold payment to CONTRACTOR, only if LEA notifies CONTRACTOR within 10 days of receipt of CONTRACTOR'S invoice, that LEA has reliable evidence, which shall be described in writing to Contractor in the notice of withholding of any of the following:

8.5.1 Service is provided to one or more pupils by personnel who are not appropriately credentialed/licensed;

8.5.2 Records required by LEA prior to school closure with respect to one or more LEA pupil(s) enrolled in the CONTRACTOR'S educational program have not been received;

8.5.3 CONTRACTOR confirms a pupil's change of residence to another district and fails to notify LEA within five (5) days thereof;

8.5.4 CONTRACTOR fails to notify LEA within five (5) days after the 10<sup>th</sup> consecutive school day of a pupil's absence.

Nothing in this Section waives the LEA's right to later seek reimbursement for CONTRACTOR's actual failure to comply with the requirements outlined in subsections 8.5.1; 8.5.2; 8.5.3; or 8.5.4 of this section, provided however, that LEA may not seek any such reimbursement after 90 days from the end of the operative Master Contract term.

### 8.6 CALCULATION OF WITHHOLDING

If the basis for withholding is subsection 8.5.1 of this section, the amount withheld by LEA shall be limited to payment for services provided by the relevant personnel. If the basis of the withholding is 8.5.2 to 8.5.4 of this section, LEA shall withhold a proportionate amount for services provided to that pupil.



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### 8.7 OPPORTUNITY TO CURE

CONTRACTOR shall have ten business days from receipt of LEA's notice of withholding to take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding. Upon request and a showing of good cause, LEA shall extend that time by an additional ten (10) business days. Upon verification of remediation of identified deficiencies and receipt of rebilling, LEA shall pay the resubmitted invoice in accordance with section 8.3, above. If the CONTRACTOR does not resubmit sufficient rebilling or verify remediation of identified deficiencies within forty-five (45) calendar days of the notice of withholding, the withheld amount shall be forfeited.

### 8.8 SERVICES PROVIDED FOLLOWING EXPIRATION OF THE MASTER CONTRACT

In the event that a successor Master Contract is not agreed upon prior to the expiration of this Master Contract, and CONTRACTOR continues to provide services to LEA'S pupils, LEA shall make timely payment to CONTRACTOR in accordance with the rates set forth in Appendix A, B or C, as applicable, pending the agreement on a successor Master Contract. Upon agreement to said successor Master Contract, CONTRACTOR will invoice LEA for the additional revenue resulting from any rate changes, in accordance with section 8.4 above, during the interim period between Master Contracts.

### 8.9 MEDI-CAL REIMBURSEMENT

CONTRACTOR shall provide to LEA, upon request, documentation of all services which may be reimbursable by Medi-Cal. LEA shall have the sole right to submit claims for reimbursement to Medi-Cal, including through the LEA Billing Option Program.

## SECTION 9: RECORDKEEPING AND REPORTING

### 9.1 ACCESS TO PUPIL RECORDS

CONTRACTOR shall provide LEA and/or parent upon request, copies of all requested records pertaining to any pupil assigned by LEA to Contractor within the time required by law for the provision of such pupil records. Notwithstanding this provision, LEA shall remain the custodian of the pupil's records pursuant to Education Code Section 49062.

### 9.2 PUPIL DATA REPORTING

CONTRACTOR shall provide to LEA all pupil 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, discipline, restraints and seclusion.

### 9.3 PUPIL INJURY REPORTING

CONTRACTOR shall prepare a written report and provide such report to the LEA case manager no later than the end of the following day when a pupil suffers an injury requiring medical attention.

### 9.4 ANNUAL REPORTING

CONTRACTOR shall provide copies of all pupil records on an annual basis including, but not limited to, current transcripts, IEP/IFSPs and results of performance testing and all information required for compliance with federal and state data reporting requirements. Upon specific request

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by LEA in the event of an investigation or litigation involving a pupil, CONTRACTOR shall provide any other accessible documents pertaining to the pupil, whether or not considered a "pupil record" under state or federal law.

### 9.5 TRANSFER OF PUPIL RECORDS UPON SCHOOL CLOSURE OR DISENROLLMENT

Upon school closure or disenrollment of a pupil CONTRACTOR shall immediately transfer to LEA all "pupil records" under state or federal law. Upon specific request by LEA in the event of an investigation or litigation involving a pupil, CONTRACTOR shall provide any other accessible documents pertaining to the pupil, whether or not considered a "pupil record" under state or federal law.

### 9.6 CONTRACTOR REPORTING

CONTRACTOR shall be responsible for all reporting required by state or federal law including, but not limited to, child abuse reporting, reporting of missing pupils, pupil injury reporting, and shall retain all records pertaining to training and acknowledgment of duties pertaining to required reporting.

### 9.7 FISCAL RECORDS

CONTRACTOR agrees to maintain operations in a manner consistent with law, regulations, safety, and good practice and shall maintain records in sufficient detail to verify its billed services to LEA. CONTRACTOR shall provide access to, or forward copies of, documents relating to services provided under this Master Contract to LEA within twenty (20) days upon reasonable request, except as otherwise required by law. 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; Such records shall be maintained by CONTRACTOR for five (5) years and shall be available for audit upon LEA request.

### 9.8 AUDIT EXCEPTIONS

CONTRACTOR shall be responsible to receive, reply to, and/or comply with any audit exceptions identified by appropriate LEA personnel, consultants or state or federal audit agencies occurring as a result of CONTRACTOR'S performance of this contract. Upon being notified of any financial penalties by or assessed against the LEA attributable to the CONTRACTOR for failure to properly perform any of its obligations under this contract, the CONTRACTOR shall pay LEA within thirty (30) days, unless contested by CONTRACTOR. After resolution of CONTRACTOR's contention, any remaining funds owed to the LEA shall be paid within thirty (30) days. Any, and all audit exceptions must be specified in detail before any demand from the LEA for any amount requested.

### 9.9 CONFIDENTIALITY OF RECORDS

CONTRACTOR shall be responsible for and required to protect the confidentiality of pupil records as required by law.

## SECTION 10: MODIFICATIONS/AMENDMENTS

This Master Contract and any ISA agreed to hereunder may not be amended without the prior written consent of both parties.



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**SECTION 11: TERMINATION**

This Master Contract and/or any ISA may be terminated as follows:

- 11.1 Upon the mutual agreement of the parties.
- 11.2 For cause by either party, upon twenty (20) days written notice to the other party, or earlier by mutual agreement. Cause for termination shall include, but not be limited to:
  - 11.2.1 The expiration revocation, rescission, or cancellation of any certification required for CONTRACTOR to provide special education and/or related services as may be required by the ISA of each pupil enrolled by Contractor pursuant to this Master Contract.
  - 11.2.2 The material breach of this Master Contract by either party, including but not limited to CONTRACTOR's failure to maintain required insurance.
  - 11.2.3 For an ISA, the pupil requires services beyond the capacity of CONTRACTOR'S certification or level of staffing.
  - 11.2.4 For an ISA, the pupil's continued presence materially and adversely affects the provision of services to other pupils.
  - 11.2.5 For an ISA, the pupil presents a safety risk to other pupils or staff.
  - 11.2.6 For an ISA, the acts or omissions of the pupil's parent, guardian or advocate materially interfere with CONTRACTOR in the IEP formulation or delivery of services to the pupil or other pupils.
  - 11.2.7 Any ISA agreed to pursuant to this Master Contract shall be terminated upon termination of this Master Contract.
- 11.3 Cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the pupil to a public school program.
- 11.4 Termination of the Master Contract or ISA shall not affect LEA's payment obligations under Section 8, for services rendered prior to termination.
- 11.5 In the event CONTRACTOR believes that a pupil involved in a pending ISA termination presents a risk of substantial disruption or harm to others or the pupil, the parties shall confer on an immediate basis to determine alternate means of safely delivering services during the notice period.

**SECTION 12: RENEWAL**

This Master Contract may be renewed upon the written agreement of the Parties. In the event that a pupil is enrolled with the CONTRACTOR during the term of this Master Contract and said pupil continues to receive special education and/or related services from CONTRACTOR after expiration of this Master Contract and a new master contract has not yet been executed, the terms of this Master Contract and associated Individual Service Agreements shall apply to any and all special education and/or related services provided by the CONTRACTOR until the successor Master Contract is executed. LEA's

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payment obligation under Section 8 shall apply to all services provided by CONTRACTOR under this section. This provision is solely for the purpose of avoiding interruption of services during extended contract negotiations. However, nothing in this provision shall obligate CONTRACTOR to provide services after the expiration of this Master Contract. If CONTRACTOR intends not to renew the Master Contract, CONTRACTOR shall provide LEA at least 30 days written notice of such intent. If the renewal Master Contract includes a rate increase, the rates shall be retroactive to the start of the Master Contract term, unless the parties agree otherwise.

### **SECTION 13: COMPLIANCE WITH LAW**

During the term of this contract, CONTRACTOR and LEA shall comply with all applicable federal, state and local laws and regulations relating to the provision of services under this Master Contract and any associated ISAs.

### **SECTION 14: NON-DISCRIMINATION STATEMENT**

CONTRACTOR and LEA do not discriminate on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation with regard to employment, contracting and the provision of services. CONTRACTOR and LEA shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement.

### **SECTION 15: INDEPENDENT CONTRACTOR STATUS**

This Master 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.

### **SECTION 16: STANDARD OF PERFORMANCE**

CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards of each services provider's licensure or certification in the State of California, or as applicable, under the standards prescribed by the California Department of Education.

### **SECTION 17: SUBCONTRACT AND ASSIGNMENT**

CONTRACTOR may not subcontract or assign its obligation under this Master Contract or related ISA without the express written consent of LEA. However, CONTRACTOR may subcontract out transportation services. CONTRACTOR may subcontract individual service providers on a temporary basis in the case of staffing absences or staff shortages without written consent, however if such temporary staffing persists longer than one-month, then written consent of LEA is required. Any other subcontract or assignment shall require written consent of the LEA, and such approval shall not be unreasonably withheld.

### **SECTION 18: INDEMNIFICATION**

CONTRACTOR shall indemnify and hold harmless LEA and its officers, employees, and agents (hereinafter "Indemnified Parties") from and against any and all costs, claims, demands, expenses or liabilities (collectively "liabilities"), to the extent such liabilities arise from CONTRACTOR'S wrongful acts, omissions, or negligent performance under this Master Contract.

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LEA shall indemnify and hold harmless CONTRACTOR and its officers, employees, and agents (hereinafter "Indemnified Parties") from and against any and all costs, claims, demands, expenses or liabilities (collectively "liabilities"), to the extent such liabilities arise from LEA'S wrongful acts, omissions, or negligent performance under this Master Contract.

The terms of this section shall survive termination of this Master Contract.

### SECTION 19: INSURANCE

During the entire term of this contract and any extension or modification thereof, CONTRACTOR shall procure and maintain in effect for the term of this Master Contract a policy or policies of insurance and coverage limits as follow.

General Liability	\$1,000,000/3,000,000
Professional Liability	\$1,000,000/3,000,000
Auto liability owned and non-owned vehicles	\$1,000,000/3,000,000
(This provision is applicable only if CONTRACTOR provides transportation services)	
Workers Compensation	(per statute)

The parties agree that the above-listed coverage limits are expected to be sufficient to insure the indemnity and defense obligation undertaken by CONTRACTOR pursuant to Section 18, above, and shall be endorsed to name LEA as an additional insured. Said additional insured endorsement must specify that any coverage which may otherwise be available to LEA is primary and non-contributory.

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.

Not later than the effective date of this Master Contract, the CONTRACTOR shall provide the LEA with a satisfactory certificate or evidence of insurance for all coverage required under this Master Contract. The insurance maintained by CONTRACTOR shall include a provision for the insurance provider to send written notice of cancellation or modification to LEA at least thirty (30) calendar days before cancellation or adverse material change, or ten (10) days for nonpayment of premium. Independently from the insurer's obligation to provide notice to the LEA, the CONTRACTOR shall provide the LEA written notice of cancellation or adverse material modification within one (1) business day after receiving such notice from the insurer.

### SECTION 20: ENTIRE AGREEMENT

This Master Contract constitutes the entire agreement between the parties. There are no understandings, agreement, or representations not specified in this Master Contract.

### SECTION 21: 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.

# San Diego County Nonpublic Master Contract

## Main Document

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### SECTION 22: 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.

### SECTION 23: ELECTRONIC SIGNATURES

CONTRACTOR and LEA consent to conducting transactions for this Master Contract via electronic signature, which will have the same validity and effect as a signature affixed by hand, through an electronic system established and maintained by LEA.

23.1 Under the Uniform Electronic Transactions Act (California Civil Code sections 1633.1-1633.17), CONTRACTOR and LEA agree to conduct transactions relating to the Agreement by use of an electronic signature, which is an electronic mark that is held to the same standard as a legally binding equivalent a handwritten signature. CONTRACTOR and LEA further agree that, for the purposes of authorizing, approving, and authenticating records, information, and transactions relating to this Agreement, the electronic signature has the full force and effect of a signature affixed by hand to a paper document. CONTRACTOR and LEA agree that the transactions conducted electronically relating to this Agreement shall be binding upon each of them.

23.2 CONTRACTOR and LEA agree that the electronic signature will be valid from date of issuance until the end of the Agreement term or earlier if it is revoked or terminated under this Agreement. Each party understands that the other may suspend or terminate the use of electronic signatures in its reasonable discretion (but such action shall not affect previous electronically signed documents).

23.3 CONTRACTOR and LEA will use the electronic signature to establish identity and sign electronic documents and forms relating to the Master Contract and Amendments. CONTRACTOR and LEA are solely responsible for protecting the electronic signature. If either party suspects or discovers that the electronic signature has been stolen, lost, used by an unauthorized party, or otherwise compromised, then the discovering party will immediately notify the other party and request that the electronic signature be revoked. CONTRACTOR and LEA will then immediately cease all use of the electronic signature. CONTRACTOR and LEA agree to keep the electronic signature secret and secure by taking reasonable security measures to prevent it from being lost, modified, or otherwise compromised, and to prevent unauthorized disclosure of, access to, or use of it or of any media on which information about it is stored.

### SECTION 24: NOTICES

Notices provided for by this Master Contract shall be in writing, be delivered to the individual identified below in this section, and shall be delivered via certified, registered, or return receipt requested mail, postage prepaid, email or 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 all notices shall be the date of the postmark, email or 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, after which all future notices shall be addressed to that individual. If the LEA or the CONTRACTOR does not identify an individual to be notified in this section, notification may be given to the individual executing this Master Contract, or the individual with whom the notifying party normally communicates on related matters for the other party. If the individual designated below is no longer employed by the party, or is no longer in the designated position, notification may be made to the person currently in the position (whether in a permanent or interim capacity).

**San Diego County Nonpublic Master Contract  
Main Document**

**2024-2025**

**Notices to the LEA:**

Marilyn Adrianzen, Chief Business Official  
Name/Title

San Ysidro School District  
Local Education Agency

4350 Otay Mesa Road  
Address

San Ysidro CA 92173  
City State Zip

( 619 ) 428-4476  
Phone

( 619 ) 428-9355  
Facsimile

marilyn.adrianzen@sysdschools.org  
Email Address

**Notices to the CONTRACTOR:**

Steve Mayo, Director  
Name/Title

The Koonings Center  
Nonpublic

12271 Oak Knoll Road  
Address

Poway CA 92064  
City State Zip

( 858 ) 679-5744  
Phone

( )  
Facsimile

office@thenewbridgeschool  
Email Address

**SECTION 25: 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 of this Master 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) through third party mediation before a mutually agreed upon mediator, or 3) by civil court action.

**San Diego County Nonpublic Master Contract  
Main Document**

**2024-2025**


**SECTION 26: SIGNATURES**

This Master Contract, 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 Master Contract by and through their duly authorized agents or representatives as indicated by their signatures.

This Master Contract is effective on June 1, 2025 and terminates at 5:00 p.m. on June 30, 2025 unless sooner terminated as provided herein.

**CONTRACTOR**

Nonpublic ☒ School ☐ Agency

  
\_\_\_\_\_

Authorized Representative Signature

DATE: 5/6/2025

Steve Mayo, Director  
(Type) Name and Title

---

**LEA**

Local Educational Agency

\_\_\_\_\_  
Authorized Representative Signature

DATE: \_\_\_\_\_

Marilyn Adrianzen, Chief Business Official  
(Type) Name and Title

LEA Board Approval

DATE: \_\_\_\_\_

LEA: San Ysidro Elementary School

Nonpublic: The Koonings Center

# **2024-2025 Nonpublic Master Contract**

## **Appendix A: Schools**

**SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT**  
**APPENDIX A: SCHOOLS**  
**2024-2025**

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**SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT**  
**APPENDIX A: SCHOOLS**  
**2024-2025**

**NONPUBLIC MASTER CONTRACT**  
**Appendix A: Schools**

**SECTION 1: NONPUBLIC SCHOOLS ASSOCIATED WITH LICENSED CHILDREN'S INSTITUTIONS**

When the CONTRACTOR is owned, operated by, or associated with a licensed children's institution (LCI), the CONTRACTOR 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: (a) that the pupil be identified as an individual with exceptional needs per EC 56026 (Health and Safety Code 1501.1(b), EC 56155.7); and/or (b) that the pupil attend the CONTRACTOR (EC 56366.9). Educational placement of a pupil in the CONTRACTOR 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 the 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.

CONTRACTOR will not accept a pupil if it cannot provide or ensure the provision of the services outlined in the pupil's IEP/IFSP. The CONTRACTOR will make a good faith effort to notify the LEA of its decision to decline enrollment within ten (10) working days from the date of receipt of the application packet 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 2.1 (Notices) of the Nonpublic Master Contract Main Document.

CONTRACTOR and LEA shall mutually agree which party will provide meals in order to satisfy the State Meal Mandate under California Education Code sections 49005 et seq.; 49501.5, the universal meal mandate enacted by AB 130 (2021-2022); 49530 et seq; and 49550 et seq. If mutually agreed that the CONTRACTOR shall provide meals, it will be documented within the Individual Services Agreement. This regulation applies only to students placed through the IEP process.

**2.2 GENERAL PROGRAM OF INSTRUCTION**

The CONTRACTOR's educational materials, services, and programs will be consistent with the pupil's IEP/IFSP 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 CONTRACTOR shall offer/provide pupils with access to the following educational materials: for K and grades 1 to 8, inclusive, state-adopted standards-based, core curriculum and instructional materials, including technology-based materials as defined in EC 60010; for grades 9 to 12, inclusive, standards-based, core curriculum and instructional materials, including technology-based materials as defined in EC 60010, used by any local education agency that contracts with the CONTRACTOR.

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 2.1 (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 pupil access to technology as part of the general program of instruction and staff technology training as needed.

**SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT**  
**APPENDIX A: SCHOOLS**  
**2024-2025**

An individual with exceptional needs, as defined in Section 56026, shall not participate in independent study, as defined by EC 51745 (c), unless his or her IEP specifically provides for that participation.

For A-G course credits, only University of California A-G approved courses will be accepted by contracting LEAs.

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 2.1 (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

For Foster Youth, defined pursuant to EC 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 (2<sup>nd</sup>) 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 EC 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 pupil 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. The LEA shall provide the low incidence equipment assigned to the pupil through the IEP/IFSP unless the 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 the CONTRACTOR remain the property of the CONTRACTOR, if not specifically reimbursed by the LEA for that specific supply or equipment. If the CONTRACTOR provides 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 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, Memorial Day, and Juneteenth, 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 one hundred eighty (180) billable days of attendance during the regular school year, or the number of days allotted for the extended school year, per that pupil's Individual Services Agreement. The CONTRACTOR shall arrange for transportation on the make-up days.

The CONTRACTOR shall only provide specialized academic instruction and related 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.

**SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT**  
**APPENDIX A: SCHOOLS**  
**2024-2025**

**2.5      CREDITABLE DAYS OF ATTENDANCE / INSTRUCTIONAL MINUTES**

Creditable days of attendance include days on the school calendar, as well as 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 46307). The instructional minutes should be reflected in the Individual Services Agreement.

In the event that an emergency meets CDE's requirement of a qualifying event which impacts the CONTRACTOR'S ability to provide instruction and services, the CONTRACTOR shall receive payment for days of closure if the CONTRACTOR has complied with any requirements imposed on the LEA to secure payment itself.

**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**

Statewide standardized tests shall be administered pursuant to state requirements and local guidelines, 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. The LEA and the CONTRACTOR shall collaborate to minimize the disruption to the educational programs for pupils 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 56060 et seq.. 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 pupil'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 shall conduct a validation review of the CONTRACTOR prior to an initial conditional certification. An on-site review shall be conducted within ninety (90) days of the initial conditional certification and pupil enrollment. On-site reviews shall be scheduled at least once every three years thereafter. In addition, LEA shall monitor the education of pupils placed by IEP teams in the nonpublic school setting.

Upon request, the CONTRACTOR shall provide the LEA with annual program goals and implementation plan. The CONTRACTOR will participate in the review via the San Diego County Nonpublic Quality Review process. The Quality Review Committee shall make every attempt to coordinate the Quality Review process with the CDE certification review.

**SECTION 3: SAFETY**

**SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT**  
**APPENDIX A: SCHOOLS**  
**2024-2025**

**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. The CONTRACTOR shall comply with applicable law with respect to the structural specifications of the facilities in which it provides services.

The 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 (50) or more pupils or more than one (1) 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 thirty (30) minutes or more per day. The CONTRACTOR shall file the signed copies of such attendance register, report, or record with monthly invoices with 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**

LEA will provide payment for up to six excused absences, not covered by make-up days, in the contract year to include Extended School Year (ESY). Any payment for excused absence that occurs beyond the agreed upon six excused absences in the contract year would be arranged directly with the individual LEA and based on individual student needs.

As part of the monthly billing process, after the 3rd, 6th and 9th cumulative day of a student's absence, CONTRACTOR shall notify LEA of such absences in writing. CONTRACTOR will maintain written records regarding all LEA students' absences. The LEA shall be responsible for payment for days that meet the criteria for excused absence within Education Code 48205, not to exceed six days within the contract year. Failure of the CONTRACTOR to notify the LEA case manager of each tier of absences, shall relieve the LEA of any obligation to pay for any excused absences under this section.

If a pupil's absences exceed more than ten (10) 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 pupil.

**SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT**  
**APPENDIX A: SCHOOLS**  
**2024-2025**

b. Change of Pupil's District of Residence

Within five (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. Such notice shall be provided pursuant to Section 2.1 (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 Pupil

The CONTRACTOR shall report by telephone to the LEA no later than the end of the next school day if a pupil is dis-enrolled from school by the parent. The CONTRACTOR shall confirm such telephone call in writing within three school days.

d. Make-up Days/Saturday School

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 CONTRACTOR'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 the CONTRACTOR's regular monthly invoice. The CONTRACTOR shall prepare a Register of Daily Attendance for make-up days during the month showing all pupils who were in attendance. The total amount billed for make-up days during the month will be shown as a separate line on the CONTRACTOR's invoice. All provisions for audit, corrections, and payment as stated in this Master Contract that apply to the CONTRACTOR's invoicing, shall apply to the make-up day invoice.

e. Medication

The CONTRACTOR shall comply with the requirements of EC 49423 when the CONTRACTOR serves a pupil that is required to take prescription and/or over-the-counter medication during the school day. The CONTRACTOR may designate personnel to assist the pupil with the administration of such medication after the pupil's parent(s) provides to the 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 pupil's parent(s) granting the CONTRACTOR permission to administer medication(s) as specified in the physician's statement. The CONTRACTOR shall maintain, and provide to the LEA upon request, copies of such written statements. The CONTRACTOR shall maintain a written log for each pupil to whom medication is administered. Such written log shall specify the pupil's name; the type of medication; the date, time, and amount of each administration; and the name of the CONTRACTOR's employee who administered the medication. The 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

The LEA shall notify the CONTRACTOR within twenty-four (24) hours when the LEA removes a pupil due to medical reasons.



**SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT**  
**APPENDIX A: SCHOOLS**  
**2024-2025**

<u>Assistive Technology Services - Classified (445)</u>	<u></u>	<u></u>
<u>Occupational Therapy (450)</u>	<u></u>	<u></u>
<u>Occupational Therapy (450) – Certified OT Assistant</u>	<u></u>	<u></u>
<u>Physical Therapy (460)</u>	<u></u>	<u></u>
<u>Physical Therapy – Licensed PT Assistant (460)</u>	<u></u>	<u></u>
<u>Individual Counseling (510)</u>	<u></u>	<u></u>
<u>Counseling and Guidance (515)</u>	<u></u>	<u></u>
<u>Parent Counseling (520)</u>	<u></u>	<u></u>
<u>Social Work Services (525)</u>	<u></u>	<u></u>
<u>Psychological Services (530)</u>	<u></u>	<u></u>
<u>Behavior Intervention Services (535) – BI Design</u>	<u></u>	<u></u>
<u>Behavior Intervention Services (535) – BI Implementation</u>	<u></u>	<u></u>
<u>Behavior Intervention Services (535) – BII (AIDE)</u>	<u></u>	<u></u>
<u>Behavior Intervention Services (535) – BII (RBT)</u>	<u></u>	<u></u>
<u>Specialized Services for Low Incidence Disabilities (610)</u>	<u></u>	<u></u>
<u>Specialized Deaf and Hard of Hearing (710)</u>	<u></u>	<u></u>
<u>Interpreter Services (715)</u>	<u></u>	<u></u>
<u>Interpreter Services Shift Differential (715)</u>	<u></u>	<u></u>
<u>Audiological Services (720)</u>	<u></u>	<u></u>
<u>Specialized Vision Services (725)</u>	<u></u>	<u></u>
<u>Orientation and Mobility (730)</u>	<u></u>	<u></u>
<u>Braille Transcription (735)</u>	<u></u>	<u></u>
<u>Specialized Orthopedic Services (740)</u>	<u></u>	<u></u>
<u>Reader Services (745)</u>	<u></u>	<u></u>
<u>Recreation Services, Including Therapeutic (760)</u>	<u></u>	<u></u>
<u>College Awareness Preparation (820)</u>	<u></u>	<u></u>
<u>Vocational Assessment, Counseling/Guidance Assessment (830)</u>	<u></u>	<u></u>

**SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT**  
**APPENDIX A: SCHOOLS**  
*2024-2025*

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 Services (900) - Music Therapy		
Other Services (900) - Vision Therapy		
Other Service (900)		
Transportation – Emergency		
Bus Passes		

NOTES: \_\_\_\_\_

\*Parent transportation reimbursement rates to be set forth in Individual Services Agreements.  
*List late pick up fees in the notes section of the rate sheet.*



San Diego County Nonpublic Master Contract  
Appendix A: Schools  
2024-2025

SECTION 5: APPROVALS

CONTRACTOR

Nonpublic School

  
\_\_\_\_\_  
Authorized Representative Signature

DATE: 5/6/2025

Steven Mayo, Director  
\_\_\_\_\_  
(Type) Name and Title

---

LEA

Local Educational Agency

\_\_\_\_\_  
Authorized Representative Signature

DATE: \_\_\_\_\_

Marilyn Adrianzen, Chief Business Official  
\_\_\_\_\_  
(Type) Name and Title

LEA Board Approval

DATE: \_\_\_\_\_

# INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

(FOR USE WITH SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT APPENDIX A: SCHOOLS)

2024-2025

This agreement is effective on June 1, 2025 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, 2025, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency (LEA) San Ysidro School District Nonpublic School The Koonings Center

LEA Case Manager: Name Oscar Madera Phone Number (619) 428-4476 ext 3091

Pupil Name OE Sex: ☐ M ☐ F Grade: \_\_\_\_\_

(Last) (First) (M.I.)  
Address City State/Zip CA 92154

DOB \_\_\_\_\_ Residential Setting: Home ☒ ☐ Foster ☐ LCI # \_\_\_\_\_ ☐ OTHER \_\_\_\_\_

Parent/Guardian \_\_\_\_\_ Phone (619) \_\_\_\_\_ ( \_\_\_\_\_ ) \_\_\_\_\_

(Residence) (Business)

Address \_\_\_\_\_ City \_\_\_\_\_ State/Zip \_\_\_\_\_

(If different from student)

## AGREEMENT TERMS:

- Nonpublic School:* The average number of minutes in the instructional day will be: \_\_\_\_\_ during the regular school year  
\_\_\_\_\_ during the extended school year
- 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

- 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: \$258.05  
(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 30 x Daily Rate \$258.05 = PROJECTED BASIC EDUCATION COSTS (A) \$7,741.50

## 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)							
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)							

# INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

(FOR USE WITH SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT APPENDIX A: SCHOOLS)

2024-2025

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 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)							
Occupational Therapy (450)		X		per IEP	INCLUDED		INCLUDED
Physical Therapy (460)							
Physical Therapy - Licensed PT Assistant (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) – BI Design					INCLUDED		INCLUDED
Behavior Intervention Services (535) – BI Implementation					INCLUDED		INCLUDED
Behavior Intervention Services (535) – BII (AIDE)							
Behavior Intervention Services (535) – BII (RBT)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							

# INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

(FOR USE WITH SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT APPENDIX A: SCHOOLS)

2024-2025

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				
Interpreter Services (715)							
Interpreter Services – Shift Differential (715)							
Audiological Services (720)	X			per IEP			
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
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)							
Mentoring (860)							
Agency Linkages (referral and placement) (865)							
Travel Training (870)							
Other Transition Services (890)							
Other Services (900) Music Therapy							
Other Services (900) Vision Therapy							

# INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

(FOR USE WITH SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT APPENDIX A: SCHOOLS)

2024-2025

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				
Other Service (900)							
Transportation-Emergency							
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 Koonings Center

San Ysidro School District

\_\_\_\_\_  
(Name of Nonpublic School)

\_\_\_\_\_  
(Name of School District)



5/6/2025

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

Steve Mayo, Director

Marilyn Adrianzen, Chief Business Official

\_\_\_\_\_  
(Name and Title)

\_\_\_\_\_  
(Name of Superintendent or Authorized Designee)

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** May 22, 2025

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

**FROM:**  
Dr. Jose Iniguez, Assistant Superintendent of  
Admin. Leadership, School Support & Safety

**D** Informational  
[8] Action

**AGENDA ITEM:** AMENDMENT NO. 2 TO THE SUN DIEGO CHARTER CO. AGREEMENT

---

**BACKGROUND INFORMATION:**

Although the District maintains a bus fleet for home-to-school transportation, the needs for extracurricular student transportation far exceed what the District's fleet can provide, both in number and type of equipment needed. Therefore, the District desires to contract with one or more contractors for student charter bus services to be provided by privately owned carriers for student travel as needed. Successful contractors will be required to supply School Bus and Charter Bus equipment and drivers that meet all State and District requirements.

On March 10, 2022, the Board awarded RFP No. 21/22-006 to and approved the agreement with Sure Ride Charter, Inc. dba Sun Diego Charter Co. to provide student charter bus transportation services for extracurricular field trips and transportation needs.

Amendment No. 2 is to extend the term of the agreement to FY 2024-25 and 2025-26 (July-June). (Extension: Years 2 & 3 of 4). All other terms and conditions (including fees) will remain the same.

**RECOMMENDATION:**

Approve/Ratify Amendment No. 2 to the Sure Ride Charter, Inc. dba Sun Diego Charter Co. agreement to provide student charter bus transportation services for extracurricular field trips and transportation needs during fiscal years 2024-26.

---

**LCAP GOAL AND ACTION/SERVICE (please indicate):**

---

☐ Renewal    ☒ New    ☐ Amendment    ☒ Ratify    ☐ Other

Financial Implications?

Are funds for this item available in the 2024-2025 Budget?

Requisition #

☒ Yes    ☐ No

☒ Yes    ☐ No

As needed  
(Amount)

Transportation Department  
(Name of funding source and/or location)

---

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

## SAN YSIDRO SCHOOL DISTRICT

4350 Olay Mesa Road, San Ysidro, CA 92173

### AMENDMENT NO. 2

The Agreement between San Ysidro School District (District) and Sureride Charter, Inc. dba Sun Diego Charter Co. was entered on March 11, 2022, to provide student charter bus transportation services.

Amendment No. 2 - The following sections are being amended.

- SECTION NO. 5 Contract Extension:

The District has the right to extend this contract for up to four subsequent one-year periods beginning the day after the end of the initial term. The Term of the agreement will be extended to Fiscal Years 2024-2025 (Year 2 of 4) and 2025-2026 (Year 3 of 4) (July-June) on an "as needed" basis.

All other Terms and Conditions of the Agreement remain the same.

The District and Sureride Charter, Inc. dba Sun Diego Charter Co., each of the parties signing this Amendment warrants to the other that he or she has the full authority to sign on behalf of the Party which his or her signature is made.

Sun Diego Charter Co.

Firm Name

Signature of Authorized Agent

Print Name, Title

Date:

San Ysidro School District

Firm Name

Signature

Marilyn Adrianzen, Chief Business Official

Print Name, Title

Date



# San Ysidro

## School District

EST - 1887

QUALITY EDUCATION AND OPPORTUNITY FOR ALL STUDENTS TO SUCCEED

Item No.	52 - 84 Maximum Passenger Coach Bus Service	Pre Trip Rate Per Bus
1	Flat Rate for up to 2 Hours (San Diego County)	\$ \$750.00
2	Flat Rate for 2-6 Hours (San Diego County)	\$ \$900.00
3	Flat Rate for 6-12 Hours (San Diego County)	\$ \$1500.00
4	Flat Rate for 6-12 Hours (Orange and Riverside County)	\$ \$1700.00
5	Flat Rate for 6-12 Hours (LA County)	\$ \$1900.00
6	Flat Rate for 6-12 Hours (Ventura County)	\$ \$2400.00
7	Flat Rate for 12-16 Hours (San Diego County)	\$ \$2000.00
8	Flat Rate for 12-16 Hours (Orange and Riverside Counties)	\$ \$2200.00
9	Flat Rate for 12-16 Hours (LA County)	\$ \$2350.00
10	Flat Rate for 12-16 Hour (Ventura County)	\$ \$2500.00

Submitted by:

Sureride Charter, Inc. OBA San Diego Charter Co.

Legal Name of Company or Corporation

Signature of Company's Authorized Agent

Joe Magnano

Type or Print Agent's Name

Business Development Manager

Title



**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** May 22, 2025

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

**FROM:**  
Business Services  
Marilyn Adrianzen, Chief Business Official

☐ Informational  
☒ Action

**AGENDA ITEM:** CUPCCAA AGREEMENT WITH PROFESSIONAL RENOVATION SERVICES

**BACKGROUND INFORMATION:**

During the Hillary Storm, the Ocean View Hills School Library and an adjacent room were affected. Rain came down into these areas, causing water damage to equipment and materials. Although most of the repairs have been completed, issues continue to surface in the school library that need to be remedied.

**RECOMMENDATION:**

Approve/Ratify the CUPCCAA Agreement with Professional Renovation Services to provide remediation services at the Ocean View Hills School in an amount estimated at \$58,981.04 to be paid from the Routine Restricted Maintenance Account fund.

**2LCAP GOAL AND ACTION/SERVICE (please indicate):**

Goal No.: Base Services and Safety

2.1 Maintain basic operating services of the district including MOT personnel, transportation, contracted services, and utilities.

☐ Renewal    ☒ New    ☐ Amendment    ☒ Ratify    ☐ Other

Financial Implications?

Are funds for this item available in the 2024-2025 Budget?

Requisition #

☒ Yes    ☐ No

☒ Yes    ☐ No

12245

\$58,981.04

(Amount)

Routine Restricted Maintenance Account

(Name of funding source and/or location)

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

**PUBLIC WORKS CONTRACT FOR SERVICES UNDER \$75,000**  
**NONCOLLUSION DECLARATION TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH PROPOSAL**

**THIS CONTRACT** made and entered into on the last date of signature hereto by and between

PROFESSIONAL RENOVATION SERVICES, hereinafter called the **CONTRACTOR** and the

SAN YSIDRO SCHOOL DISTRICT, hereinafter called the **DISTRICT**.

WITNESSETH; the parties do hereby contract and agree as follows:

1. The **CONTRACTOR** shall furnish labor and materials to the **DISTRICT**, in accordance with the Terms & Conditions set forth in Attachment C hereof and incorporated herein by this reference and any specifications attached for a total contract price of: Fifty-eight thousand, nine hundred, eighty-one dollars and 04/100 Dollars (\$ 58,981.04 ). (MAY NOT EXCEED \$75,000), to be paid in full within thirty (30) days after completion and acceptance.

**NOTE - Payment and Performance Bonds:** For Contracts over \$25,000, the awarded contractor will be required to furnish the District with a Payment Bond equal to 100% of the contract amount and may be required to furnish a Performance Bond equal to 100% of the contract amount, prior to execution of the Contract, at no additional charge to the District. All bonds are to be secured from a surety that meets all of the State of California bonding requirements, as defined in Code of Civil Procedure Section 995.120, and is admitted by the State of California with a rating of A++, A+, A, or no less than A-.

2. **LICENSE:** Contractor shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the following classification: \_\_\_\_\_.

3. **CONSTRUCTION PERIOD:** This contract shall commence on TBD, with work to be completed within \_\_\_\_\_ (\_\_\_\_\_) consecutive days and/or by June 30, 2025.

4. **PREVAILING WAGE:** This PROJECT is a Public Work. Public works are subject to compliance monitoring and enforcement by the Department of Industrial Relations. A contractor or subcontractor cannot submit a proposal or engage in the performance of any contract for public work as defined in Labor Code Chapter 1: Public Works, Labor Code sections 1720 - 1861, unless currently registered and qualified to perform public work pursuant to Sections 1725.5 and 1771.1.

Except for public works projects of one thousand dollars (\$1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as determined by the Department of Industrial Relations, shall be paid to all workers employed on public works.

A copy of the per-diem rates of Prevailing Wages are on file and available for review at through the Department of Industrial Relations Website at <http://www.dir.ca.gov/dlsr/pwd/index.htm>.

Contractor is required to post all job site notices prescribed by regulation.

5. **SUBMISSION OF PROPOSAL/QUOTE:** By submitting a proposal, contractors warrant that they have made a site examination as they deem necessary as to the condition of the site and certify all measurements, specifications and conditions affecting the work to be performed at the site. Proposals are subject to acceptance by the signing of a contract and issuance of an appropriate purchase order. The District reserves the right to accept or reject any and all quotes and reserves the right to waive any informality in any quote.

6. **SCOPE OF WORK:** CONTRACTOR PROPOSES TO FURNISH LABOR AND MATERIAL IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS:

**NOTE - Order of Precedence:** This contract, in conjunction with the terms and conditions in Attachments A, B & C take precedence over any Contractor supplied attachments.

**SCOPE OF WORK**

*To provide Remediation services at the Ocean View Hills Library.  
See attached proposal for additional information **(Exhibit A)***

**NONCOLLUSION DECLARATION TO BE EXECUTED BY PROPOSER  
AND SUBMITTED WITH PROPOSAL**

The undersigned declares: I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing proposal. The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or sham. The proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal. The proposer has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or to refrain from proposing. The proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer. All statements contained in the proposal are true. The proposer has not directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham proposal, and has not paid, and will not pay, any person or entity for such purpose. Any person executing this declaration on behalf of a proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute and does execute, this declaration on behalf of the proposer.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_, California.

By: \_\_\_\_\_ Print Name: \_\_\_\_\_

**SCHOOL SAFETY ACT – COMMUNICATIONS WITH PUPILS**

- \_\_\_\_\_ In accordance with Education Code Section 45125.1, the District has determined that fingerprinting and certification will be required of the employees of the contractor who provide services under this contract (please complete certification form, Attachment A).
- \_\_\_\_\_ In accordance with Education Code Section 45125.2, the District has determined that an exemption exists under requirements of 45125.1, and that workers may have other than limited contact with students. Therefore, the Contractor is required to provide or agree to one or more of the following: (to be determined by District)
- \_\_\_\_\_ Installation of physical barrier at the work site to limit contact with pupils.
  - \_\_\_\_\_ Surveillance of employees of the Contractor by school personnel.
  - \_\_\_\_\_ Continual supervision and monitoring of all employees of the Contractor by an employee of the Contractor whom the DOJ has ascertained has not been convicted of a violent or serious felony.
- Supervisor's Name: \_\_\_\_\_
- Soc. Sec. No. (last 4 digits or full CDL#) \_\_\_\_\_
- XX In accordance with Education Code Section 45125.1, subdivision c, the District has determined that this contract is not subject to Education Code Section 45125.1 (a), because the contractor's employees, including the employees of any subcontractor, will have only "limited contact" with pupils on the site. Justifications is as follows:
- XX Work will be performed on a day or days when school is not in session (holidays, weekend or non-teaching days – may not include after school hours).
- \_\_\_\_\_ Other, describe \_\_\_\_\_.

District Signature: \_\_\_\_\_, Title: Assistant Superintendent of Admin. Leadership, School Support & Safety

Date: \_\_\_\_\_ Signature of District Official responsible for assuring selected conditions are met in accordance with Education Code Section 45125.2, if applicable.

Contractor understands that District department staff may monitor and evaluate adherence to these conditions during the performance of their work.

**IN WITNESS WHEREOF**, the parties hereunto have subscribed to this Contract, including all Contract Documents as listed below:

- |  |   |
|--|---|
| <u>X</u> Work Specs/Scope of Work Statement          | <u>X</u> Contractor Certification Form, Attachment A                  |
| <u>X</u> Certificates of Insurance                   | <u>X</u> Contractor DIR Registration Certification Form, Attachment B |
| <u>X</u> Workers' Compensation Insurance Certificate | <u>X</u> Terms and Conditions, Attachment C                           |
| <u>X</u> Non Collusion Affidavit                     | <u>X</u> Purchase Order No. _____                                     |

**NOTE - Taxpayer Identification:** Federal Regulations (26 CFR 1.6041) requires non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security Number, whichever is applicable. The District requires a valid copy of a W-9 to be supplied upon request.

**TYPE OF BUSINESS ENTITY**

\_\_\_\_ Individual  
 \_\_\_\_ Sole Proprietorship  
 \_\_\_\_ Partnership  
 \_\_\_\_ Corporation  
 \_\_\_\_ Other

**TAX IDENTIFICATION**

\_\_\_\_  
 Employer Identification Number

\_\_\_\_  
 Social Security Number

**License No:** \_\_\_\_\_ **Classification:** \_\_\_\_\_ **Expiration Date:** \_\_\_\_\_

(District Use Only – Purchasing Dept.)  
 CSLB License & DIR Reg. verified by \_\_\_\_\_, Date \_\_\_\_\_)

I hereby agree to abide by these terms and conditions if awarded the project as described herein. Under penalty of perjury I certify that I am a duly authorized agent/representative of the company providing this proposal. I also certify that none of the individuals identified on Attachment A Certification Form (if applicable) or any individual identified above as been convicted of a felony as defined in Education Code 45122.1

All notices permitted or required under this contract shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose. Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address or emailed to the Representative below. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

**Contract Execution**

<b>CONTRACTOR</b>	
Date:	Accepted by - Print Name and Title
Company Name and Street Address:  <b>Professional Renovation Services</b> 475 Rivera Street Riverside, CA 92501	Signature
Phone: (619) 719-6007 (213) 562-9009	Email: <a href="mailto:mnavarro@prorenovationservices.com">mnavarro@prorenovationservices.com</a> <a href="mailto:juan@prorenovationservices.com">juan@prorenovationservices.com</a>
<b>DISTRICT</b>	
Date:	District Representative – Print Name and Title
District Name and Street Address:  <b>San Ysidro School District</b> 4350 Otay Mesa Road San Ysidro, CA 92173	Marilyn Adrianzen Chief Business Official
Phone: 619-428-4476 x 3003 619-428-4476 x 3065	Signature:
Board approved:	Email: <a href="mailto:Marilyn.adrianzen@sysdschools.org">Marilyn.adrianzen@sysdschools.org</a> <a href="mailto:Jose.iniguez@sysdschools.org">Jose.iniguez@sysdschools.org</a>

**ATTACHMENT A – CONTRACTOR PUPIL CONTACT CERTIFICATION FORM**  
**CERTIFICATION PURSUANT TO EDUCATION CODE SECTION 45125.1**  
**(Complete only if pertinent)**

The District has determined under Education Code Section 45125.1, subdivision (c) that in performing services to this contract, Contractor's employees may have contact with pupils. As required under Education Code Section 45125.1, subdivision (a), Contractor shall require their employees, including the employees of any subcontractor, who will provide services pursuant to this contract to submit their fingerprints in a manner authorized by the Department of Justice in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1.

Contractor shall not permit any employee to perform services who may come in contact with pupils under this contract until the Department of Justice has determined that the employee has not been convicted of a felony or has no criminal charges pending for a felony as defined in Section 45122.1.

Contractor shall certify in writing to the District that all of its employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code Section 45122.1.

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

It is understood that by signing this document Contractor agrees that they are familiar with Education Code Section 45122.1. The following individuals are employees of contractor who may come in contact with pupils in the performance of services in this contract.

Name	Social Security No (last 4 digits or full CDL#)

I certify that none of the individuals identified above has been convicted of a felony as defined in Education Code Section 45122.1.

CONTRACTOR	
Date:	Print Name and Title
Company Name	Signature

**ATTACHMENT B**  
**CERTIFICATION OF CONTRACTOR AND**  
**SUBCONTRACTOR DIVISION OF INDUSTRIAL RELATIONS REGISTRATION**

Pursuant to Public Contract Code Section 1725.5, a Contractor or subcontractor must be registered with the Department of Industrial relations to engage in the performance of any defined public work contract.

I \_\_\_\_\_(Name), \_\_\_\_\_(Title) certify that

Contractor Representative Print Name:	Title:
<b>Professional Renovation Services</b> 475 Rivera Street Riverside, CA 92501	DIR Registration Number:
	DIR Registration Expiration Date:

is currently registered as a contractor with the Department of Industrial Relations (DIR).

Contractor further acknowledges:

1. Contractor shall maintain DIR registered status for the duration of the project without a gap in registration.
2. Contractor shall ensure that all subcontractors are registered prior to award of contract and maintain registered status for the duration of the project.
3. Contractor is to furnish a DIR Registration Number for all subcontractors prior to contract award.
4. Contractor shall only be able to substitute a subcontractor with a DIR registered contractor if listed subcontractor is unable to perform the work and district approves of the change.

Failure to comply with any of the above may result in immediate termination of contract.

I declare under penalty of perjury under California law that the foregoing is true and correct.

Signature:

\_\_\_\_\_

Date: \_\_\_\_\_

## **ATTACHMENT C** **TERMS AND CONDITIONS**

**ARTICLE 1. PROPOSAL ACCEPTANCE:** Proposals are subject to acceptance by the signing of a contract and issuance of an appropriate purchase order at any time within sixty (60) days after the receipt of quotes unless otherwise stipulated. The District reserves the right to accept or reject any and all quotes and reserves the right to waive any informality in any quote.

**ARTICLE 2. SITE EXAMINATION:** Contractor must examine the site and certify all measurements, specifications and conditions affecting the work to be performed at the site. By submitting their quote a contractor warrants that it has made such site examination as it deems necessary as to the condition of the site, its accessibility for materials, workmen and utilities, and ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to such matters or for any other undiscovered conditions on the site.

**ARTICLE 3. EQUIPMENT AND LABOR:** The Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the services herein described, the services to be performed at such times and places as directed by and subject to the approval of the authorized district representative indicated in the work specifications attached hereto.

**ARTICLE 4. SUBCONTRACTING:** Contractor agrees to bind every subcontractor by terms of the contract as far as such terms are applicable to subcontractor's work. If Contractor shall subcontract any part of this contract, Contractor shall be fully responsible to the District for acts and omissions of his subcontractor and of persons either directly or indirectly employed by himself. Nothing contained in the contract documents shall create any contractual relations between any subcontractor and the District.

**ARTICLE 5. ASSIGNMENT:** Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations under this contract without the prior written consent of District.

**ARTICLE 6. CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE:** The Contractor shall not commence work under this Contract until it has obtained the insurance required under this paragraph and satisfactory proof of such insurance has been submitted to District and said insurance has been approved by the District. Commercial General Liability Insurance (including automobile insurance) which provides limits of not less than \$1,000,000 per occurrence (combined single limit) and \$2,000,000 Project Specific Aggregate (for this Project only). Any general liability policy provided by Contractor hereunder shall contain an endorsement which applies its coverage to District, members of District's Board of Trustees, and the officers, agents, employees and volunteers of District, the State Allocation Board, if applicable, the architect, and the architect's consultants, if applicable, individually and collectively as additional insured.

The limits set forth above shall not be construed to relieve the Contractor from liability in excess of such coverage, nor shall it limit contractor's indemnification obligations to District, and shall not preclude the District from taking such other actions available to District under other provisions of the contract documents or law.

Contractor and any subcontractor shall not commence work nor shall Contractor allow any subcontractor to commence work under this contract until all required insurance certificates have been delivered to and approved by District. Except for worker's compensation insurance, the policy shall not be amended or modified and the coverage amounts shall not be reduced without

the District's prior written consent, and, the District shall be named as an additional insured and be furnished thirty (30) days written notice prior to cancellation. The Contractor shall not allow any subcontractor, employee or agent to commence work on this contract or any subcontract until the insurance required of the Contractor, subcontractor, or agent has been obtained.

a) **WORKER'S COMPENSATION INSURANCE:** The Contractor shall procure and shall maintain during the life of this contract Worker's Compensation Insurance on all its employees engaged in work under this contract, or at the site of the Project, and if the work is sublet, the Contractor shall require the subcontractor similarly to provide workers' compensation insurance for subcontractor's employees. Any class of employee or employees not covered by subcontractor's insurance shall be covered by the Contractor's insurance. The Contractor shall provide prior to performing the work of the contract, a Certificate regarding workers' Compensation as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of San Ysidro School District.

**ARTICLE 7. LABOR CODE COMPLIANCE:** A contractor or subcontractor shall not be qualified to engage in the performance of any contract for public work as defined in Labor Code Chapter 1: Public Works, Labor Code sections 1720 - 1861, unless currently registered and qualified to perform public work pursuant to Sections 1725.5 and 1771.1. Public works are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor shall maintain DIR registered status for the duration of the project without a gap in registration. Contractor shall ensure that all subcontractors are registered and maintain registered status for the duration of the project.

The Contractor hereby stipulates that it shall comply with the applicable provisions of the California Labor Code, Division 2, Part 7, Chapter 1, Articles 1-5 ("Public Works Labor Code Provisions"), including, but not limited to, the payment of the general prevailing rates for public works projects of more than One Thousand Dollars (\$1,000) (§1771), hiring of Apprentices (§ 1777.5) and Working Hours (§ 1813), and Payroll Records (§ 1776). Prevailing rate of per diem wages are on the website of the Division of Labor Statistics and Research of the Department of Industrial Relations at [www.dir.ca.gov/OPRL/](http://www.dir.ca.gov/OPRL/). Contractor shall be responsible for all reports and obligations respecting such employees, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

Contractor or subcontractor shall, as a penalty to the District, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by Contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Article 3 of the Public Works Labor Code Provisions.

With regard to hiring of apprentices, the responsibility of compliance with Labor Code section 1777.5 shall rest with the Contractor.

Pursuant to the provisions of article 2 (commencing at section 1770), chapter 1, part 7, divisions 2 of the Labor Code of California, the Director of Industrial Relations has ascertained the general prevailing rate of per diem wages in the locality in which this public work is to be performed for each craft, classification or type of worker needed to execute the contract. Said determinations are available to any interested party on the web site ([www.dir.ca.gov](http://www.dir.ca.gov)).

Holiday and overtime work, when permitted by law, shall be paid for at a rate of at least one and one-half times the general prevailing rate of per diem wages as determined by the Director of Industrial Relations, unless otherwise specified. Each worker of the Contractor or any of his subcontractors engaged in work on the project shall be paid not less than the general prevailing rate of per diem wages determined by the Director of Industrial Relations, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor and such workers.

Each worker needed to execute the work on the project shall be paid travel and subsistence payments, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed with the Department of Industrial Relations in accordance with Labor Code section 1173.8.

The Contractor shall, as a penalty to the District, forfeit not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any public work done under the contract by him or by any subcontractor under him. Prevailing wage rates shall also be used when determining wages paid for change order items. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of the Contractor's mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages, or the previous record of the Contractor in meeting his prevailing wage obligations, or the Contractor's willful failure to pay the correct rates of prevailing wages. The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor, and the Contractor shall be bound by the provisions of Labor Code section 1775.

Any worker employed to perform work on the project, which work is not covered by any classification listed in the general prevailing rate of per diem wages determined by the Director of Industrial Relations, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to work to be performed. Such minimum wage rate shall be retroactive to the time of initial employment of such person in such classification.

Pursuant to Labor Code section 1773.1, per diem wages are deemed to include employer payments for health and welfare, pension, vacation, travel time, subsistence pay and similar purposes.

Contractor shall post at appropriate conspicuous points on the site of project, a schedule showing all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned.

Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him in connection with the public work.

The payroll records required above shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

- a) A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his or her authorized representative on request.
- b) A certified copy of all payroll records shall be made available for inspection or furnished upon request to a representative of

District, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.

- c) A certified copy of all payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. The public shall not be given access to such records at the principal office of the Contractor.

Contractor shall file a certified copy of the records required above with the District or entity that requested such records within ten days after receipt of a written request. Any copies of records made available for inspection as copies and furnished upon request to the public or any public agency by the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Contractor shall not be marked or obliterated.

Contractor shall inform the District of the location of the records required above, including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.

In the event of noncompliance with the requirements of this article regarding maintenance of records, the Contractor shall have ten days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this article. Should noncompliance still be evident after such ten-day period, the Contractor shall, as a penalty by the District, forfeit twenty-five dollars (\$25) for each calendar day, or portion thereof, for each worker until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalty shall be withheld from progress payments then due.

**ARTICLE 8. APPRENTICES:** Apprentices of any crafts or trades may be employed and, when required by Labor Code section 1777.5, shall be employed provided they are properly indentured to the Contract in full compliance with provisions of the Labor Code. The prime contractor shall bear the responsibility of compliance with Labor Code section 1777.5 for all apprenticeable occupations and agrees that he will comply with said section which reads: "Nothing in this chapter shall prevent the employment of properly registered apprentices upon public works. Every apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he is employed, and shall be employed only at the work of the craft or trade to which he is registered."

Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards and written apprentice agreements under Chapter 4 (commencing with Section 3070), of Division 3, of the Labor Code, are eligible to be employed on public works. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which he or she is training.

When the contractor to whom the contract is awarded by the District, in performing any of the work under the contract or subcontract, employs workers in any apprenticeable craft or trade, the contractor and subcontractor shall apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the site of the public work for a certificate approving the contractor or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However,



approval as established by the joint apprenticeship committee or committees shall be subject to approval of the Administrator of Apprenticeship. The joint apprenticeship committee or committees, subsequent to approving the subject contractor or subcontractor, shall arrange for the dispatch of apprentices to the contractor or subcontractor in order to comply with this section. Every contractor and subcontractor shall submit contact award information to the applicable joint apprenticeship committee which shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices to be employed, and the approximate date the apprentices will be employed. There shall be an affirmative duty upon the joint apprenticeship committee or committees administering the apprenticeship standards of the craft or trade in the area of the site of the public work to ensure equal employment and affirmative action in apprenticeship for women and minorities. Contractors or subcontractors shall not be required to submit individual applications for approval to local joint apprenticeship committees provided they are already covered by the local apprenticeship standards. The ratio of work performed by apprentices to journeymen who shall be employed in the craft or trade on the public work may be the ratio stipulated in the apprenticeship standards under which the joint apprenticeship committee operates, but, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of labor performed by a journeyman. However, the minimum ratio for the land surveyor classification shall not be less than one apprentice for each five journeymen.

Any ratio shall apply during any day or portion of a day when any journeyman, or the higher standard stipulated by the joint apprenticeship committee, is employed at the job site and shall be computed on the basis of the hours worked during the day by journeymen so employed, except for the land surveyor classification. The Contractor shall employ apprentices for the number of hours computed as above before the end of the contract. However, the Contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the job site. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Division of Apprenticeship Standards, upon application of a joint apprenticeship committee, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.

The Contractor or subcontractor, if he is covered by this section, upon the issuance of the approval certificate, or if he has been previously approved in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the apprenticeship standards. Upon proper showing by the Contractor that he employs apprentices in such craft or trade in the state on all of his contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by a journeyman, or in the land surveyor classification, one apprentice for each five journeymen, the Division of Apprenticeship Standards may grant a certificate exempting the Contractor from the 1-to-5 hourly ratio as set forth in the section. This section shall not apply to contracts of general contractors or to contracts of specialty contractors not proposing work through a general or prime contractor, when the contracts of general contractors or those specialty contractors involve less than thirty thousand (\$30,000) or 20 working days. This section shall not use any work performed by a journeyman in excess of eight hours per day or 40 hours per week to calculate the hourly ratio.

"Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with the rules and regulations prescribed by the Apprenticeship Council. The joint apprenticeship committee shall have the discretion to grant a certificate, which shall be subject to

the approval of the Administrator of Apprenticeship, exempting a contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met: a) Unemployment for the previous three-month period in such area exceeds an average of 15 percent. b) The number of apprentices in training in such area exceeds a ratio of 1-to-5. c) If there is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis, or on a local basis. d) Assignment of an apprentice to any work performed under a public works contract would create a condition which would jeopardize his life, or the life, safety, or property of fellow employees or the public at large or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.

When exemptions are granted to an organization which represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors will not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

A contractor to whom the contract is awarded, or any subcontractor under him who, employs journeymen or apprentices in any apprenticeable craft or trade to perform work under the contract and who is not contributing to a fund or funds to administer and conduct the apprenticeship program in any craft or trade in the area of the site of the public work, to which fund or funds other contractors in the area of the site of the public work are contributing, shall contribute to the fund or funds in each craft or trade in which he employs journeymen or apprentices on the public work in the same amount or upon the same basis and in the same manner as the other contractors do. Where the trust fund administrators are unable to accept the fund, contractors not signatory to the trust agreement shall pay a like amount to the California Apprenticeship Council. This contractor or subcontractor may add the amount of the contributions in computing his proposal for the contract. The Division of Labor Standards Enforcement is authorized to enforce the payment of the contributions to the fund or funds as set forth in Labor Code Section 227.

The District awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor. All decisions of the joint apprenticeship committee under this section are subject to Labor Code Section 3081.

**ARTICLE 9. WORK HOURS:** As provided in article 3 (commencing at section 1810), chapter 1, part 7, division 2 of the Labor Code, eight (8) hours of labor shall constitute a legal day's work.

The time of service of any worker employed at any time by the Contractor or by any subcontractor on any subcontract under this contract upon the work or upon any part of the work contemplated by this contract is limited and restricted to eight (8) hours during any one-calendar day and forty (40) hours during any one-calendar week, except as hereinafter provided. Notwithstanding the provisions hereinabove set forth, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon this public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay.

The Contractor and every subcontractor shall keep accurate record showing the name and actual hours worked each calendar day and each calendar week by each worker employed by him in connection with the work or any part of the work contemplated by this contract. The record shall be kept open at all reasonable hours to the inspection of the District and the Division of Labor Law

Enforcement, Department of Industrial Relations of the State of California.

The Contractor shall pay to the District a penalty of twenty-five dollars (\$25) for each worker employed in the execution of this contract by the Contractor or by any subcontractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one calendar week in violation of the provisions of article 3 (commencing at section 1810), chapter 1, part 7, division 2 of the Labor Code.

Any work necessary to be performed after regular working hours, or on Sundays or other holidays shall be performed without additional expense to District

**ARTICLE 10. INDEMNIFICATION:** District shall not be liable for, and Contractor shall defend, indemnify, and hold harmless the District, its officials, employees, agents and volunteers, against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages or injury, in law or equity to property or persons, including wrongful death, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the Project or this contract arising either directly or indirectly from any act, error, omission or negligence of Contractor or its contractors, licensees, agents, servants, volunteers or employees, including, without limitation, Claims caused by the concurrent act, error, omission or negligence of District or its agents or employees. However, Contractor shall have no obligation to defend or indemnify District from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the active negligence, sole negligence, or willful misconduct of District or its agents or employees. Contractor shall reimburse District and its directors, officials, officers, employees, agents and volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

**ARTICLE 11. MATERIALS:** Contractor warrants good title to all material, supplies and equipment installed or including in the work. Except as otherwise specifically stated in this contract, Contractor shall provide and pay for all materials, labor, tools, equipment, water, lights, power, transportation, superintendence, temporary constructions of every nature, and all other services and facilities of every nature whatsoever necessary to execute and complete this contract within specified time. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of good quality. Materials shall be furnished in ample quantities and at such times as to insure uninterrupted progress of work. Contractor shall be entirely responsible for damage or loss by weather or other causes to materials or work under this contract.

**ARTICLE 12. PATENTS, ROYALTIES AND INDEMNITIES:** The Contractor shall hold and save the District and its officers, agents and employees harmless from liability of any nature or kind, including cost and expense, for or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of this contract, including its use by the District, unless otherwise specifically stipulated in the contract documents.

**ARTICLE 13. GUARANTEE:** Besides guarantees required elsewhere, Contractor shall, and hereby does, guarantee all work for a period of one year after date of acceptance of work by District and shall repair or replace any or all such work, together with any other work, which may be displaced in so doing, that may prove defective in workmanship and/or materials within a one year period from date of acceptance without expense whatsoever to District,

ordinary wear and tear, unusual abuse or neglect excepted. District will give notice of observed defects with reasonable promptness. Contractor shall notify District upon completion of repairs.

This article does not in any way limit the guarantee of any items for which a longer guarantee is specified or on any items for which a manufacturer gives a guarantee for a longer period. Contractor shall furnish District all appropriate guarantee or warranty certificates upon completion of the project.

**ARTICLE 14. PROTECTION OF WORK AND PROPERTY:** The Contractor shall be responsible for all damages to persons or property that occur as a result of his fault or negligence in connection with the prosecution of this contract and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance by the District. All work shall be solely at the Contractor's risk. Contractor shall adequately protect adjacent property from settlement or loss of lateral support as provided by law and contract documents. Contractor shall take all necessary precautions for safety of employees on the work and shall comply with all applicable safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to premises where work is being performed. Contractor shall erect and properly maintain at all times, as required by conditions and progress of work, all necessary safeguards, signs, barriers, light and watchmen for protection of workers and the public and shall post danger signs warning against hazards created by such features in the course of construction. Contractor shall designate a responsible member of the organization on the work, whose duty shall be prevention of accidents. Contractor shall report name and position of person so designated to District. In an emergency affecting life and safety of life or of work or of adjoining property, Contractor, without special instruction or authorization from District, is permitted to act at its discretion to prevent the threatened loss or injury. It shall be the responsibility of the Contractor to ascertain from the District the rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present

**ARTICLE 15. DISTRICT'S RIGHT TO TERMINATE CONTRACT:** If the Contractor refuses or fails to prosecute the work or any separable part thereof with such diligence as will insure its completion within the time specified or any extension thereof, or fails to complete said work within such time, or if the Contractor should be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of insolvency, or if Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials to complete the work in time specified, or should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, ordinances or instructions of District, or otherwise be guilty of a substantial violation of any provision of the contract, or if Contractor or subcontractors should violate any of the provisions of this contract, then District may, without prejudice to any other right or remedy, serve written notice upon Contractor and surety of its intention to terminate this contract, such notice to contain the reasons for such intention to terminate, and unless within ten days after the service of such notice such condition shall cease or such violation shall cease and satisfactory arrangements for the correction thereof be made, this contract shall upon the expiration of said ten (10) days, cease and terminate. In the event this contract is terminated as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar or identical to those terminated.

**ARTICLE 16. COMPLIANCE WITH STORM WATER PERMIT:**

Contractor shall be required to comply with all conditions of the State Water Resources Control Board ("State Water Board") National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity ("Permit") – General NPDES Permit No. CAS000004 adopted by the State Water Resources Control Board. Contractor shall be responsible for filing the Notice of Intent and for obtaining the Permit and include all costs in the Contract amount. Contractor shall be responsible for procuring, implementing and complying with the provisions, monitoring and reporting requirements as required by the Permit. In addition to compliance with the Permit, Contractor shall comply with the lawful requirements of any applicable municipality, the District, drainage district, and other local agencies regarding discharges of storm water to the storm drain system or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs. Contractor shall provide copies of all reports and monitoring information to the District Representative.

Storm, surface, nuisance, or other waters may be encountered at various times during construction of the Project. The Contractor, by signing this contract, hereby acknowledges that it has investigated the risk arising from such waters, has prepared its proposal accordingly, and assumes any and all risks and liabilities arising therefrom. Failure to comply with the Permit is in violation of federal and state law. Contractor hereby agrees to indemnify and hold harmless District, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which District, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the Permit arising out of or in connection with the Project, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the District, its officials, officers, agents, employees or authorized volunteers. District may seek damages from Contractor for fines or delay in completing the Contract in accordance with the Contract Documents, caused by Contractor's failure to comply with the Permit or other regulatory regulations. Contractor shall provide copies of all reports and monitoring information to the District Representative.

**ARTICLE 17. CLEAN UP:** Contractor at all times shall keep premises free from debris such as waste, rubbish and excess materials and equipment caused by his work; debris shall be removed from premises. Contractor shall not leave debris under, in, or about the premises. Upon completion of work Contractor shall clean interior and exterior of building including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections and any areas where debris has collected so surfaces are free from foreign material or discoloration; Contractor shall clean and polish all glass, plumbing fixtures and finish hardware and similar finish surfaces and equipment and remove temporary fencing, barricades, planking and construction toilet and similar temporary facilities from site.

**ARTICLE 18. PROVISIONS REQUIRED BY LAW DEEMED INSERTED:** Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provisions is not inserted, or is not correctly inserted then upon application of either party the contract shall forthwith be physically amended to make such insertion or correct.

**ARTICLE 19. EXCAVATION DEEPER THAN FOUR FEET:** If this contract involves digging trenches or other excavations that extend deeper than four feet below the surface, then all of the following apply:

- a. The Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing of any:  
(1) Material that the Contractor believes may be material that is hazardous waste, as defined in section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law. (2) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to proposers prior to the deadline for submitting proposals. (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract.
- b. Upon receiving any such notice, the District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in this contract.
- c. In the event that a dispute arises between the District and the Contractor whether the conditions materially differ or involve hazardous waste, or cause a decrease or increase in the Contractors' cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by this contract, but shall proceed with all work to be performed under the contract. A contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

**ARTICLE 20. REMOVAL OR RELOCATION OF MAIN OR TRUNKLINE UTILITY FACILITIES:**

The Contractor shall not be assessed for liquidated damages for delay in completion of this project, when such delay was caused by the failure of the awarding authority of this contract or the owner of the utility to provide for removal or relocation of the existing main or trunkline utility facilities; however, when the Contractor is aware that removal or relocation of an existing utility has not been provided for, Contractor shall promptly notify the awarding authority and the utility in writing, so that provision for such removal or relocation may be made to avoid and minimize any delay which might be caused by the failure to remove or relocate the main or trunkline utility facilities, or to provide for its removal or relocation. In accordance with section 4215 of the Government Code, if the Contractor while performing the contract discovers any existing main or trunkline utility facilities not identified by the public agency in the contract plans or specifications, he shall immediately notify the public agency and utility in writing. The public utility, where they are the owners, shall have the sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price. The Contractor shall be compensated for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work.

**ARTICLE 21. CHANGES AND CHANGE ORDERS:** Change orders may not cause the total aggregate cost of the project to exceed \$60,000 or the project will become subject to competitive bidding. The District, without invalidating contract, and as provided by law, may order extra work or make changes by altering, adding to, or deducting from work, the contract sum being adjusted accordingly. All such work shall be subject to prevailing wage rates and shall be executed under the conditions of the original contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change. In giving instructions, Contractor agrees that the District shall have authority to make

minor changes in work, not involving change in cost, and not inconsistent with the purposes or approvals of the project. Otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless pursuant to a written order from District, and no claim for an addition to the contract sum shall be valid unless so ordered.

**ARTICLE 22. PAYMENTS:** The Contractor shall submit to the District an invoice requesting payment for completion of the Work. The District shall review payment request and, as soon as practical, shall: (i) certify that the request is correct in all aspects and should be paid by the District; (ii) reject the request as not proper, stating the reason(s) why rejection is appropriate; or (iii) require that the Contractor provide additional information that the District reasonably determines is necessary to verify the requested payment amount. In the event the District rejects the request for payment, the Contractor may resubmit the request with additional or new information establishing why payment should be made despite the reason(s) set forth in the District's initial rejection. The District shall pay the undisputed amount of the Contractor's request for payment, less any amounts that may be withheld or retained pursuant to this Contract or applicable law, within thirty (30) days of receipt of such request and in accordance with Public Contract Code Section 20104.50.

**ARTICLE 23. RESOLUTION OF CONSTRUCTION CLAIMS OF \$375,000 OR LESS:** For public work claims of \$375,000 or less between Contractor and District, if District has not elected to resolve disputes by arbitration pursuant to article 7.2 (commencing with section 10240) of chapter 1 of part 2 of the Public Contract Code, the provisions of article 1.5 (commencing with section 20104) of chapter 1 of part 3 of the Public Contract Code apply ("Article 1.5").

For purposes of Article 1.5, "public work" means "public works contract" as defined in Public Contract Code section 1101. "Claim" means a separate demand by Contractor for a time extension, or payment of money or damages for work done by or for Contractor, payment for which is not otherwise expressly provided in the contract or to which Contractor would not otherwise be entitled, or a payment disputed by District.

Each claim shall be submitted in writing before the date of final payment and shall include all necessary substantiating documentation. District shall respond in writing within forty-five (45) days of receipt of the claim if the claim is less than \$50,000 ("\$50,000 claim") or within sixty (60) days of receipt of the claim, if the claim is over \$50,000 but less than or equal to \$375,000 ("\$50,000-\$375,000 claim"). In either case, District may request in writing within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the District may have against the claimant. Any additional information shall be requested and provided upon mutual agreement of the District and the claimant. District's written response to the claim shall be submitted to claimant within fifteen (15) days after receipt of the further documentation for \$50,000 claims or within thirty (30) days after receipt of the further documentation for \$50,000-\$375,000 claims or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

Within fifteen (15) days of receipt the District's response, if claimant disputes District's written response or within fifteen (15) days of the District's failure to respond within the time prescribed, the claimant shall provide written notification to District demanding an informal conference to meet and confer ("conference") to be scheduled by the District within thirty (30) days. If the claim or any portion of the claim remains in dispute following the meet and confer ("meet and conference") to be scheduled by the District within 30 days. If the claim or any portion of the claim remains in dispute following the

meet and confer conference, the claimant may file a claim as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the period of time within which a claim must be filed is tolled from the time the claimant submits a written claim until the time the claim is denied, including time utilized as a result of the meet and confer process.

If a civil action is filed to resolve claims within sixty (60) days (but no earlier than thirty (30) days) following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide that both parties select a disinterested third person mediator within fifteen (15) days, shall be commenced within thirty (30) days of the submittal and concluded within fifteen (15) days from the commencement of the mediation unless time is extended upon a good case showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to chapter 2.5 (commencing with section 1141.10) of title 3 of part 3 of the Code of Civil Procedure, notwithstanding section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with section 2060.010) of part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration. The court may, upon request by any party, order any witness to participate in the mediation or arbitration process.

Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates not to exceed their customary rate. Such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall state or county funds pay these fees or expenses. Any party who, after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment, shall pay the attorney's fees of the other party arising out of the trial de novo in addition to payment of costs and fees required under chapter 2.5 (commencing with section 1141.10) of title 3 of part 3 of the Code of Civil Procedure. District shall not fail to pay any portion of a claim which is undisputed unless otherwise provided herein and shall pay interest at the legal rate commencing on the date the suit is filed in court on any arbitration award or judgment.

**ARTICLE 24. DEFAULT BY CONTRACTOR:** When Contractor, or any subcontractor, or vendor shall fail to deliver any article or service or shall deliver any article or service which does not conform to the work specifications, the District may, upon five (5) business days' prior written notice describing the default, at its option, annul and set aside the contract entered into with said Contractor, subcontractor or vendor either in whole or in part, and make and enter into a new contract in such manner as seems to the Board of Education to be to the best advantage of the District. Any failure for furnishing such articles or services by reason of the failure of the Contractor, subcontractor or vendor, as above stated, shall be a liability against the Contractor and his sureties. The Board of Education reserves the right to cancel any articles or services which the Contractor may be unable to furnish because of economic conditions, governmental regulations or other similar causes beyond the control of the Contractor provided satisfactory proof is furnished to the Board of Education, if requested.

**ARTICLE 25. WORKERS AND SUPERVISION:** Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ on work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor whom the District may deem incompetent or unfit shall be dismissed from the job site and shall not again be employed at site without written consent from the District.

**ARTICLE 26. SUBSTITUTIONS:** No substitutions of materials from those specified in the Work Specifications shall be made without the prior written approval of the District.

**ARTICLE 27. ACCESS TO WORK:** District representatives shall at all times have access to work wherever it is in preparation or progress. Contractor shall provide safe and proper facilities for such access.

**ARTICLE 28. OCCUPANCY:** District reserves the right to occupy buildings at any time before formal contract completion and such occupancy shall not constitute final acceptance or approval of any part of the work covered by this contract, nor shall such occupancy extend the date specified for substantial completion of the work.

**ARTICLE 29. ASSIGNMENT OF CONTRACT AND PURCHASE ORDER:** The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations under this contract without the prior written consent of the District.

**ARTICLE 30. FORCE MAJEURE:** The parties to this contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by Act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party (ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

**ARTICLE 31. PERMITS AND LICENSES:** The Contractor and all of his employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of materials, supplies, or services herein listed.

**ARTICLE 32. CONTRACTOR NOT OFFICER, EMPLOYEE, OR AGENT OF DISTRICT:** While engaged in carrying out other terms and conditions of the purchase order, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District.

**ARTICLE 33. ASSIGNMENT OF CLAIMS:** In submitting a quote on this public works project, or any subcontractor agreeing to supply goods, services, or materials, and entering a contract pursuant thereto, the Contractor and/or subcontractor do offer and agree to assign to the District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act, Chapter 2 (commencing with Section 116700 of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor without further acknowledgment by the parties.

**ARTICLE 34. COMPLIANCE WITH LAWS:** Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on conduct or work as indicated or specified. If Contractor observes that any of the work required by this contract

is at variance with any such laws, ordinances, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work knowing it to be in violation of such laws, ordinances, rules or regulations, and without first notifying the District of such violation, Contractor shall bear all costs arising therefrom.

**ARTICLE 35. TIME IS OF THE ESSENCE:** Time is of the essence in the performance of and compliance with each of the provisions and conditions of this contract.

**ARTICLE 36. GOVERNING LAW:** This contract shall be governed by and construed in accordance with the laws of the State of California.

**ARTICLE 37. NO ORAL MODIFICATION:** Any waiver, amendment, modification, consent or acquiescence with respect to this contract or any provision of this contract or with respect to any failure to perform in accordance therewith shall be set forth in writing and duly executed by or on behalf of the party to be bound thereby.

**ARTICLE 38. ASBESTOS HAZARD EMERGENCY RESPONSE ACT (AHERA):** All contract work that is performed for the San Ysidro School District by outside contractors or workers must meet all of the regulations that have been set forth in the AHERA rule. This means that all work which could disturb the integrity of any Asbestos Containing Building Material (A.C.B.M.) needs to be approved by the District. This refers to the sawing, grinding, cutting, or drilling of any A.C.B.M. in occupied areas of District buildings.

**ARTICLE 39. PROHIBITION AGAINST LEAD-BASED MATERIALS:** In accordance with the Lead-Safe Schools Protection Act (Education Code Section 32240 *et seq.*), the Contractor shall not use for purposes of the Work, or incorporate into the Work, any lead-based paint, lead plumbing or solders, or other materials, equipment or other things that, in whole or in part, consist of lead and, therefore, may be a potential source of lead contamination.

**ARTICLE 40. DRUG FREE/SMOKE FREE/ALCOHOL FREE POLICY:** All District sites are designated drug free/smoke free/alcohol free. The use or abuse of controlled substances, tobacco products and alcohol will not be tolerated.

**ARTICLE 41. DVBE PARTICIPATION:** This contract will be subject to disabled veterans participation goals and record retention program if State funding is used for the Project. If applicable, in accordance with Education Code section 17076.11, this District will implement its participation goal for disabled veteran business enterprises ("DVBE") of at least 3 percent per year of the overall dollar amount of funds allocated to the District by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act of 1998 for construction or modernization and expended each year by the District. Prior to, and as a condition precedent for final payment under any contract for such project, Contractor shall provide appropriate documentation to the District identifying the amount paid to disabled veteran business enterprises in conjunction with the contract, so that the District can assess its success at meeting this goal.

[Contractor agrees that, for all contracts subject to DVBE participation goals, the State and the District have the right to review, obtain and copy all records pertaining to performance of the contract in accordance with DVBE requirements. Contractor

agrees to provide the State or the District with any relevant information requested and shall permit the State and/or the District access to its premises upon reasonable notice for purposes of interviewing employees and inspecting records. Contractor agrees to maintain such records for a period of three (3) years after final payment under the contract.]

**ARTICLE 42. PROJECT-RELATED RECORDS:** The Contractor shall maintain all documents, books, papers, accounting records, computer files, and other information related to the Project and performance of the Work ("Project Records"), including, but not limited to, Change Orders, submittals, requests for information, daily reports, correspondence, permits, insurance policies, certificates of insurance, testing and inspection reports, and safety records. The Contractor shall keep such accurate and comprehensive Project Records as are (i) necessary for proper administration and performance of the Work and (ii) required by law or this Contract. All Project Records, as applicable, shall be maintained in accordance with generally-accepted accounting principles. If the Contract Amount, as adjusted pursuant to this Contract, exceeds \$10,000, then, in accordance with Government Code Section 8546.7, the State has the right to examine, review, audit and/or copy the Records of the Work during the three-year period following final payment to the Contractor pursuant to the Contract. In addition, the District hereby has the right to examine, review, audit and/or copy the Records of the Work during the four-year period following final payment to the Contractor pursuant to the Contract. Therefore, the Contractor shall make the Project Records available at its offices at all reasonable times during the performance of the Work and for four (4) years from the Governing Board accepts the Work. However, if any audit is commenced within such four (4) year period, the Contractor shall make the Project Records available at all reasonable times until proceedings related to such audit are complete and all statutes of limitation related thereto have expired. In the event the District notifies the Contractor that federal funds have been used in connection with the Project, the Contractor shall retain and make available the Project Records for such longer period as may be required by federal law.

**THIS CONCLUDES THE GENERAL TERMS AND CONDITIONS  
consisting of Articles 1 through 42**

**INSERT PAYMENT AND PERFORMANCE BONDS IF OVER \$25,000.**

☒ Required. Project is over \$25,000.      ☐ Not Required. Project under \$25,000

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## Professional Renovation Services

## EXHIBIT A

Free: 877.232.3055  
475 Rivera Street  
Riverside, CA 92501  
<https://prorenovationservices.com>  
DIR#1001050071

Client: Ocean View Hills School  
Property: 4919 Del Sol Blvd  
San Diego , CA 92154

Cellular: (619) 661-0457

Operator: MNAVA

Estimator: Mary Navarro  
Position: Project Director  
Business: 475 Rivera Street  
Riverside , CA 92501

Business: (619) 719-6007  
E-mail: [mnavarro@prorenovationservices.com](mailto:mnavarro@prorenovationservices.com)

Type of Estimate: Mold  
Date Entered: 4/23/2025      Date Assigned:

Price List: CASD8X\_APR25  
Labor Efficiency: Restoration/Service/Remodel  
Estimate: OCEANVIEWHILLS-PW  
File Number: PRS3LYA4M

Dear Ocean View Hills School / Jose Leon

We appreciate the opportunity to serve your Mold Remediation Needs.

Work by Professional Renovation Services (PRS) will be completed in accordance to all IICRC industry standards.

Remediation performed by Professional Renovation Services (PRS) personnel with awareness training regarding proper clean up methods, personal protection, and potential health hazards associated with mold.

o All books in the library will be inspected and cleaned. Damaged books will be removed, and an inventory will be kept and provided to the District.

o All shelves/furniture will be removed, inspected, cleaned/disinfected, and re-installed.

o For safety precautions and thorough cleaning, the entire bookshelves section, including free-standing shelves, will be entirely covered with plastic barrier walls.

o Clean surfaces using a HEPA vacuum or dust suppression methods (e.g., misting).

o Remove materials using methods to minimize the disturbance of growth and for general dust suppression (e.g., HEPA vacuum positioned at the point of operation/removal and misting).

o If removal cannot be accomplished without significant disturbance of mold growth or more extensive mold growth is encountered, then work should stop and medium or large scale remediation procedures should be implemented.

o All contaminated materials should be removed from the work area in a sealed plastic bag.





## Professional Renovation Services

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Free: 877.232.3055  
475 Rivera Street  
Riverside, CA 92501  
<https://prorenovationservices.com>  
DIR#1001050071

o Following removal of mold growth, clean the work area and immediately adjacent surfaces using a HEPA vacuum or wet-wiping

Respectfully,  
Mary Navarro  
Project Director  
619-719-6007



## Professional Renovation Services

Free: 877.232.3055  
475 Rivera Street  
Riverside, CA 92501  
<https://prorenovationservices.com>  
DIR#1001050071

### OCEANVIEWHILLS-PW

#### General Items

##### General Items

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
1. Post Mold Clearance Testing	1.00 EA	0.00	750.00	0.00	750.00
2. Equipment decontamination charge - HVY, per piece of equip	4.00 EA	0.00	86.86	0.00	347.44
3. Haul debris - per pickup truck load - including dump fees	2.00 EA	195.00	0.00	0.00	390.00
4. Service van	12.00 EA	0.00	95.00	0.00	1,140.00
Total: General Items				0.00	2,627.44

#### Library

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
<b>Labor</b>					
5. Commercial Supervision / Project Management - per hour	16.00 HR	0.00	150.00	0.00	2,400.00
<i>Above charge is for Project Director Supervision</i>					
6. Mold Cleaning- Supervisor- Per Hour- (Prevailing Wage Rate)	32.00 HR	0.00	150.55	0.00	4,817.60
7. Mold Cleaning- Supervisor- per hour- (Prevailing Wage Rate-After Hours)	16.00 HR	0.00	196.62	0.00	3,145.92
8. Mold Cleaning Technician - per hour- (Prevailing Wage Rates)	160.00 HR	0.00	150.55	0.00	24,088.00
9. Mold Cleaning Technician - per hour- (Prevailing Wage Rate- After Hours)	80.00 HR	0.00	196.62	0.00	15,729.60
<b>Materials</b>					
10. Materials & Supplies	1.00 EA	0.00	3,132.48	0.00	3,132.48
<b>Equipment</b>					
11. Hepa Vacuum	24.00 EA	0.00	70.00	0.00	1,680.00
12. Negative air fan/Air scrubber (24 hr period) - No monit.	16.00 DA	0.00	85.00	0.00	1,360.00
Totals: Library				0.00	56,353.60
Total: General Items				<b>0.00</b>	<b>58,981.04</b>
<b>Line Item Totals: OCEANVIEWHILLS-PW</b>				<b>0.00</b>	<b>58,981.04</b>

OCEANVIEWHILLS-PW

5/9/2025

Page: 3



## Professional Renovation Services

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Free: 877.232.3055  
475 Rivera Street  
Riverside, CA 92501  
<https://prorenovationservices.com>  
DIR#1001050071

### Summary

Line Item Total	58,981.04
<b>Replacement Cost Value</b>	<b>\$58,981.04</b>
<b>Net Claim</b>	<b>\$58,981.04</b>

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Mary Navarro  
Project Director

#### Exclusions:

Consequential Damages: The necessity of safety precautions, such as taping plastic barriers to walls, etc. can involve some damage to walls and floor coverings, such as paint, wallpaper, carpet, etc. This also applies to the removal of cabinets, counter tops, shower enclosures, plumbing fixtures and any other attached features that may require removal. Due to the type of installation, previous wear and tear, and other circumstances beyond our control PRS can not guarantee the condition of these features after removal. Customer understands this and will be responsible for all repairs.

Scope of work: This proposal is offered under the basis of performing each of the above referenced items once.

Consultant costs: Any costs associated with sampling, testing and inspections by a third party or independent labs are not included.

Permits and fees: None included

Asbestos: Any costs associated with sampling, testing, and abatement of asbestos are not included

# SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

**TO:** Governing Board

**BOARD MEETING DATE:** May 22, 2025

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

**FROM:** Jose F. Iniguez, Ed.D.  
Assistant Superintendent of Admin.  
Leadership, School Support & Safety

☐ Informational  
☒ Action

**AGENDA ITEM:** AGREEMENT WITH BALANCE ENVIRONMENTAL CONSULTING dba BEC  
FOR SWPPP-STORMWATER CONSULTING AND MONITORING SERVICES  
FOR THE COMMUNITY RESOURCE CENTER AT BEYER PROJECT

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## BACKGROUND INFORMATION:

The scope of work for the Beyer Educational Community Center at the Beyer site includes constructing a new 18,000 square foot facility and approximately 80,000 square feet of site improvements, including grading, parking, hardscape, landscaping, and drainage infrastructure. Given the disturbance scale, the project requires full compliance with the Construction General Permit (CGP), including preparing and implementing a site-specific SWPPP.

SWPPP services, including preparation, implementation, and monitoring, are required to ensure compliance with the State Water Resources Control Board (SWRCB) and will support the District's efforts to meet stormwater management regulations throughout the design, construction, and post-construction phases.

Staff is requesting approval of an Agreement with Balance Environmental Consulting dba BEC for SWPPP Consulting and Monitoring Services. If approved, these services are expected to start on May 23, 2025, and be completed through March 2027.

## RECOMMENDATION:

Approve the agreement with Balance Environmental Consulting dba BEC to provide SWPPP Consulting and Monitoring Services for the Community Resource Center Project at Beyer in the amount of \$38,830.00 and an Owner-controlled contingency of \$2,000.00 for a total of \$40,830.00 from the General Obligation Bond Measure T Funds

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## LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal 7.0 – Provide sufficient, safe, well-maintained, and visually appealing facilities that create an environment for improving student achievement.

☐ Renewal    ☒ New    ☐ Amendment    ☐ Ratify    ☐ Other

Financial Implications?

Are funds for this item available in the 2024-2025 Budget?

Requisition #

☒ Yes    ☐ No

☒ Yes    ☐ No    ☐ N/A

\$40,830.00

(Amount)

MEASURE T, G.O. BOND FUNDS (2139)

(Name of funding source and/or location)

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

**AGREEMENT FOR  
PROFESSIONAL SERVICES  
BETWEEN  
SAN YSIDRO SCHOOL DISTRICT  
AND  
BALANCE ENVIRONMENTAL CONSULTING**

**1. Parties and Date.**

This Agreement ("Agreement") is made and entered into this 23rd day of May, 2025, by and between **SAN YSIDRO SCHOOL DISTRICT** ("DISTRICT") and **BALANCE ENVIRONMENTAL CONSULTING dba BEC** ("Consultant") (collectively referred to as the "Parties" and each individually as "Party").

**2. Recitals.**

**2.1 Consultant.** Consultant is a professional consultant, experienced and properly certified/licensed to provide the professional services described herein and is familiar with the plans of DISTRICT.

**2.2 Project.** DISTRICT desires to engage Consultant to render its services for **SWPPP-STORMWATER CONSULTING AND MONITORING SERVICES FOR THE COMMUNITY RESOURCE CENTER AT BEYER** (the "Project").

**3. Terms.**

**3.1 Scope of Services, Qualifications and Term.**

(a) General Scope of Services. Consultant promises and agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply professional services, as more particularly described in **Exhibit "A"** attached hereto and incorporated herein by reference (collectively "Services"). All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

**3.2 Term.** The term of this Agreement shall be from the date first written above and shall continue until DISTRICT's acceptance of all work and final payment to Consultant, unless earlier terminated as provided herein. The Parties may mutually agree to extend this term by written amendment. Should the Parties agree to extend the term of this Agreement, the fee for services described in **Exhibit "B"** shall remain the same.

**3.3 Responsibilities of Consultant.**

(a) Control and Payment of Consultants and its Subordinates. DISTRICT retains Consultant on an independent contractor basis and Consultant is not an employee of 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 be responsible for all reports and obligations respecting such employees, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

(b) Conformance to Applicable Requirements. All work prepared by Consultant is subject to the approval of DISTRICT and any and all applicable regulatory State agencies and shall be the property of DISTRICT.

(c) Reports. Consultant shall provide copies of all reports required to be submitted to applicable regulatory State agencies to DISTRICT, whether or not such reports must be submitted to the DISTRICT.

(d) Work Authorization. Consultant shall obtain from DISTRICT a work authorization for the Project prior to commencing work. Such work authorization shall reiterate Consultant's duties outlined herein.

(e) Coordination of Services. Consultant agrees to work closely with DISTRICT staff in the performance of Services and shall be available to DISTRICT's staff, consultants and other staff at all reasonable times.

(f) 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 subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents that it, its employees and subcontractors or 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.

(g) 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 Services, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services.

(h) Insurance. Consultant shall comply with the following insurance provisions, unless one or more paragraphs are specifically waived by the DISTRICT in writing.

(i) Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to DISTRICT that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subcontractor

to commence work on any subcontract until it has provided evidence satisfactory to DISTRICT that the subcontractor has secured all insurance required under this Section.

(ii) 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, employees or subcontractors. Consultant shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(1) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); (3) *Workers' Compensation and Employers' Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance; (4) *Professional Liability*: Coverage which is appropriate to the Consultant's profession, or that of its consultants or subcontractors; and (5) *Sexual Abuse and Molestation Liability*; as required by the State of California.

(2) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; (3) *Workers' Compensation and Employer's Liability*: Workers' compensation limits as required by the Labor Code of the State of California. Employers Liability limits of \$1,000,000 per accident for bodily injury or disease; (4) *Professional Liability*: Not less than \$1,000,000 per claim/ \$2,000,000 aggregate; and (5) *Sexual Abuse and Molestation Liability*: Not less than \$1,000,000 per claim/ \$2,000,000 aggregate.

(3) Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by the DISTRICT to add the following provisions to the insurance policies:

a. General Liability. The general liability policy shall be endorsed to state that: (1) the DISTRICT, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insured with respect to the Work or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the DISTRICT, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the DISTRICT, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

b. Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the DISTRICT, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the DISTRICT, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the DISTRICT, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

c. Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the DISTRICT, its governing board, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

d. Professional Liability. Consultant and its sub-consultants and subcontractors shall procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance with limits discussed in this Section. This insurance shall be endorsed to include contractual liability.

e. Sexual Abuse and Molestation Liability. This insurance shall be endorsed to include contractual liability.

(4) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to DISTRICT; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to DISTRICT, its directors, officials, officers, employees, agents and volunteers.

(iii) Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the DISTRICT, its directors, officials, officers, employees, agents and volunteers.

(iv) Acceptability of Insurers. With the exception of Workers' Compensation Insurance, all insurance required hereunder is to be placed with insurers with a current A.M. Best's rating no less than A-: VII, which are licensed to do business in California, and which maintain an agent for process within the state. Workers' Compensation insurance required under this Agreement must be offered by an insurer meeting the above standards with the exception that the A.M. Best's rating condition is waived at the discretion of the DISTRICT.

(v) Verification of Coverage. Consultant shall furnish DISTRICT with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to DISTRICT. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be



on forms provided by DISTRICT if requested. DISTRICT reserves the right to require complete, certified copies of all required insurance policies, at any time.

(i) 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 its employees and subcontractors appropriate to the nature of the Services and the conditions under which the Services are to be performed. Safety precautions as applicable shall include, but shall not be limited to: (1) adequate life protection and lifesaving equipment and procedures; (2) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (3) adequate facilities for the proper inspection and maintenance of all safety measures.

(j) Project Staffing. Consultant shall provide adequate staff and resources to facilitate all contractor's activity. Should Consultant fail to adequately staff a project, the DISTRICT may, at its sole discretion, retain third party inspection services and back charge Consultant for all third party fees.

### 3.4 Fees and Payments.

(a) Compensation. Consultant shall receive compensation, including reimbursements, for all Services rendered under this Agreement at the rates set forth in **Exhibit "B"** attached hereto and incorporated herein by reference. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

(b) Reimbursement of Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by DISTRICT.

(c) Payment of Compensation. Consultant shall submit to DISTRICT an itemized statement which indicates work completed and hours of Services rendered by Consultant. DISTRICT shall pay Consultant within a reasonable time and in accordance with this Agreement.

(d) Extra Work. At any time during the term of this Agreement, DISTRICT may request that Consultant perform Extra Work. As used herein, "Extra Work" means any Services which are determined by DISTRICT to be necessary, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written supplemental work authorization from DISTRICT.

3.5 **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 DISTRICT during normal business hours 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 four (4) years from the date of final payment under this Agreement.

### 3.6 General Provisions.

(a) Suspension of Services. The DISTRICT may, in its sole discretion, suspend all or any part of Services provided hereunder without cost; provided, however, that if the DISTRICT shall suspend Services for a period of ninety (90) consecutive days or more and in addition such suspension is not caused by Consultant or the acts or omissions of Consultant, upon recession of such suspension, the compensation will be subject to adjustment to provide for actual costs and expenses incurred by Consultant as a direct result of the suspension and resumption of Services under this Agreement. Consultant may not suspend its service without DISTRICT's express written consent.

(b) Termination of Agreement.

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

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

(iii) Additional 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.

(c) Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

**CONSULTANT:**

Balance Environmental Consulting dba BEC  
2238 River Run Dr. #239  
San Diego, CA 92108

Attn: Jeff Brebner, President  
[jbrebner@balance-enviro.com](mailto:jbrebner@balance-enviro.com)

**DISTRICT:**

SAN YSIDRO SCHOOL DISTRICT  
4350 Otay Mesa Rd.  
San Ysidro CA 92173

Attn: Jose F. Iniguez, Ed D., Assistant Superintendent of Administrative  
Leadership, School Support & Safety  
[Jose.Iniguez@SYSDSchools.org](mailto:Jose.Iniguez@SYSDSchools.org)

Such notice shall be deemed made when personally delivered to the address set forth above, or forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed as set forth above. Notice shall be deemed adequate on the date actual notice occurred, regardless of the method of service.

(d) Mediation. Disputes arising from this Agreement may be submitted to mediation if mutually agreeable to the Parties hereto. The type and process of mediation to be utilized shall be subject to the mutual agreement of the Parties.

(e) Ownership of Materials and Confidentiality.

(i) All materials and data, including but not limited to, data on magnetic media and any materials 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.

(ii) All such materials and data shall be provided to the DISTRICT, or such other agency or entity as directed by DISTRICT or required by law, rule or regulation, immediately upon completion of the term of this Agreement as directed by DISTRICT. Should DISTRICT wish to obtain possession of any such materials or data during the term of this Agreement, it shall make its request in writing. Such information shall be provided to the DISTRICT within forty-eight (48) hours of its request.

(f) 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.

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.

(g) California Labor Code Requirements.

(i) Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the DISTRICT, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

(ii) If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be

Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

(iii) This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the DISTRICT. Consultant shall defend, indemnify and hold the DISTRICT, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

(h) Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

(i) Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

(j) Governing Law; Government Code Claim Compliance. 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. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 *et seq.* prior to filing any lawsuit against the DISTRICT. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the DISTRICT.

(k) Time of Essence. Time is of the essence for each and every provision of this Agreement.

(l) DISTRICT's Right to Employ Other Consultants. DISTRICT reserves right to employ other consultants in connection with this Project. However, Consultant shall be the

exclusive consultant for purposes of the Services as noted within this Agreement, unless terminated as provided herein.

(m) Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties, and shall not be assigned by Consultant without the prior written consent of DISTRICT.

(n) Amendments. This Agreement may not be amended except by a writing signed by the DISTRICT and Consultant.

(o) 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.

(p) Interpretation. In interpreting this Agreement, it shall be deemed that it was prepared jointly by the Parties with full access to legal counsel of their own. No ambiguity shall be resolved against any party on the premise that it or its attorneys were solely responsible for drafting this Agreement or any provision thereof.

(q) 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.

(r) Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of DISTRICT's Minority Business Enterprise program, if any, or other related programs or guidelines currently in effect or hereinafter enacted. Consultant must make a good faith effort to contact and utilize DVBE subcontractors or subconsultants and suppliers in securing bids for performance of the Agreement and shall be required to certify its good faith efforts towards retaining DVBE subcontractors or subconsultants and suppliers and identify DVBE firms utilized in performance of the Agreement.

(s) Fingerprinting Requirements. Consultant hereby acknowledges that, if applicable, it is required to comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the DISTRICT's pupils. The Consultant shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. If required by Education Code Section 45125.1, the Consultant must provide for the completion of a Fingerprint Certification form, in the DISTRICT's required format, prior to any of the Consultant's employees, or those of any other consultants, coming into contact with the DISTRICT's pupils. Consultant further acknowledges that other fingerprinting requirements may apply, as set forth in Education Code Section 45125 et seq., and will comply with any such requirements.

(t) Non-Waiver. None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is expressly specified in writing.

(u) Drug/Tobacco-Free Facilities. All DISTRICT facilities are drug and tobacco-free facilities. Any drug and/or tobacco use (smoked or smokeless) is prohibited at all times on all areas of DISTRICT facilities.

(v) Board Approval Required. This Agreement shall not be binding nor take effect unless approved or ratified by the DISTRICT Board of Education. Any amendments to this Agreement shall require Board approval or ratification.

(w) Exhibits and Recitals. All Exhibits and Recitals contained herein are hereby incorporated into this Agreement by this reference.

(x) Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one agreement.

(y) Authority to Execute. The persons executing this Agreement on behalf of their respective Parties represent and warrant that they have the authority to do so under law and from their respective Parties.

**IN WITNESS WHEREOF,** the Parties hereto have executed this Agreement by their authorized officers as of the day, month and year first written above.

**SAN YSIDRO SCHOOL DISTRICT**

**By:** \_\_\_\_\_  
**Name:** Marilyn Adrianzen  
**Title:** Chief Business Official

**Attest:**

**By:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_

**Board Approved:** \_\_\_\_\_

**Balance Environmental Consulting**

**By:** Jeff Brebner  
**Name:** Balance Environment Consulting  
**Title:** President

**Attest:**

**By:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_

**93-4471270**  
**Federal Tax I.D. Number**

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

CONSULTANT agrees to perform comprehensive Stormwater Pollution Prevention Plan (SWPPP) Consulting and Monitoring Services for the Beyer site located at 2312 E Beyer Blvd, San Ysidro, CA 92173, as described below:

1. Collaborate directly with each of the Design-Build team's civil engineering subconsultant to ensure consistency between the SWPPP and the BMP plan submitted to DSA.
2. Provide input on temporary and permanent erosion control measures in coordination with site grading, drainage, and landscaping plans.
3. Review relevant sections of the Design-Build team's construction documents to ensure SWPPP implementation aligns with the project schedule and phasing.
4. Ensure all SWPPP and BMP documentation submitted to the SWRCB is consistent with DSA-reviewed construction documents.
5. Prepare a site-specific SWPPP consistent with SWRCB CGP and local MS4 requirements, as applicable.
6. Develop a project-specific Risk Level Assessment (based on project type, topography, and proximity to water bodies).
7. Coordinate SWPPP registration and obtain Waste Discharge Identification (WDID) numbers.
8. Attend pre-construction and progress meetings as necessary.
9. Perform site inspections. Each inspection must include photo documentation, BMP evaluations, and corrective action tracking. Frequency should be at a minimum:
  - a. Weekly routine inspections, *and* within 24 hrs. of a rain event  $\geq 0.5"$ .
  - b. Pre-storm event inspections
  - c. Post-storm inspections (within 48 hours)
10. Prepare and submit weekly reports and required documentation to the District.
11. Prepare and submit monthly reports to regulatory agencies.
12. Conduct sampling and lab testing of stormwater discharges, if applicable to the project Risk Level.
13. Assist in training contractor personnel on BMPs and SWPPP requirements.
14. Provide recommendations for BMP installation, maintenance, and corrective actions.
15. Submit complete project closeout documentation, including verification of final site stabilization and the Notice of Termination (NOT) to the SWRCB.



**EXHIBIT "B"**  
**COMPENSATION FOR SERVICES**

Total contract costs of **Thirty-eight Thousand Eight Hundred Thirty (\$38,830.00)** (including SWPPP base scope, monitoring, project contingency allowance) are as follows:

- SWPPP Compliance Audit: \$21,330
- QSP Monitoring: \$7,500
- Allowance: \$10,000 (reference add/alternates)

**BEYER EDUCATION COMMUNITY CENTER PROJECT**

Estimated Construction Schedule: 18 Months 6/1/25 – 12/31/26.

ITEM	SCOPE	RATE, EA.	ANTICIPATED VISITS	SUBTOTAL
1a. Stormwater Pollution Prevention Plan (SWPPP) / Permit Registration Documents	Preparation of a site specific SWPPP by a licensed QSD, Risk Level Assessment, Preparation of Permit Registration Documents (PRDs) including uploading of PRDs to SMARTS.ca.gov. Excludes printing of SWPPP and BMP Map. If requested prints will be charged at cost + 15%.			\$3,840
1b. QSD Site Audits and Reports.	Audit report will include documentation of site installed BMPs, corrective actions (if any), recommended maintenance of BMPs and photographs if requested.	\$400.00	3	\$1,200
2. Weekly SWPPP Site Audits	Audit report will include documentation of site installed BMPs, corrective actions (if any), recommended maintenance of BMPs and photographs if requested.	\$270.00	52	\$14,040
3. Annual Report	Preparation and filing of Annual Report. Submitted to SMARTS.gov.ca by September 1st each year of construction activity. Stormwater calendar year: July 1st - June 30th.	\$750.00	2	\$1,500
4. Notice of Termination (NOT)	Preparation and filing of NOT to SMARTS.ca.gov within 90 day of completion of construction/plant establishment period.	\$750.00	1	\$750
<b>SWPPP COMPLIANCE AUDIT TOTAL (TASKS 1 - 4):</b>				<b>\$21,330</b>
ITEM	RAIN EVENT SCOPE			
5. 'Pre' Rain Event Audit (Estimated Anticipated Visits)	As-required per the MS4 Permit and Construction General Permit (CGP 2022), based on 50% chance of rain per NOAA.gov.	\$200.00	12	\$2,400
6. 'During' Rain Event Audit (Estimated Anticipated Visits)	Site 'During' rain event audit will occur on rain days with a 50% or greater chance of precipitation per NOAA.gov along with .50" within a 24 period. Sampling of pH and turbidity will be taken (Lab samples not Required). Based on a per rain day daily rate. Excludes non-business hour per the CGP requirements. If necessary lab samples charged cost + T&M	\$300.00	12	\$3,600
7. 'Post' Qualifying Rain Event Audits. 6 per RFQ.	Site 'Post' Qualifying Precipitation Event (QPE) is required within 48 hrs. of qualifying rain events.	\$150.00	6	\$900
8. AdHoc Report. 6 per RFQ.	Preparation and filing of AdHoc Report (Sampling Results) submitted to SMARTS.gov.ca after qualifying rain event.	\$100.00	6	\$600
<b>RAIN EVENT ESTIMATED TOTAL (TASKS 5 - 8):</b>				<b>\$7,500</b>
<b>QSP STORMWATER MONITORING PROGRAM TOTAL:</b>				<b>\$28,830</b>
<i>Estimated Time and Material Total, Not to Exceed Without Prior Written Authorization. Exceedance of the estimated number of rain events will result in a change order at above unit pricing.</i>				

Add / Alternates		
ITEM	SCOPE	RATE, EA.
A. Change of Information (COI)	Preparation of COI/ SWPPP Amendment to be submitted to SMARTS.ca.gov. If COI is determined to have a Risk Level change, client will be charged on a T&M basis at \$155/ per hour for QSD time. If COI results in revision of SWPPP to new CGP permit requirements, client will be charged on a T&M \$155/ per hour QSD price to revise SWPPP.	\$800 or T&M
B. Hourly Time and Material	Interfacing with Jurisdictions, Regional State Water Quality Control Board (RWQCB), NOV Responses Letter, Meetings, Non-Stormwater Sampling plus Lab Fees, etc. Hourly rate.	\$150
C. Staff Training Program	Site specific SWPPP training, latest BMP technologies, environmental topics with project team. Hourly rate.	\$150
****Exclusions	Agency fees, installation of BMPs, Non-visible /Non-storm water pollutant sampling (T&M plus Lab Fees if requested), sampling of ATS systems.	

### COST ESTIMATE QUALIFIERS

The following are BEC's assumptions in developing this proposal:

1. Project predicted to fall into the 'Risk Level 2 Category'.
2. Weekly audit visits and Annual Report quantities are based on in 18 months (10/1/25 – 3/31/27) per RFQ#B2425-09.
3. The total anticipated number of 'Rain Events' included in this proposal are based on historical data. '6 Sampling Events' quantities taken from RFQ#B2425-09. Note: Project will not have TMDL since its location does not discharge into listed impaired waterbodies. No lab samples will be required during a Rain Event. Grab samples will be collected with BEC turbidity units and pH meters.
4. Excludes sampling of ATS systems, non-stormwater sampling and lab fees. If required, samples will be sent to a certified lab. Project charged T&M plus lab cost.
5. Excludes costs and installation of erosion control products. Excluded permit fees.
6. Revisits to the site requested by contractor will be charged on a Time and Material basis.
7. Excludes night, non-business hours, holidays, and weekend site visits.
8. Excludes development of Erosion Control Drawings. Drawing typically provided by civil engineer firm.
9. Cost estimate is good for 90 days after submittal. In the event that the scope changes or if the contractor decides to expand the scope of the work requested, a change order will be issued with an accompanying price proposal.

Other Services	
Consultants, prints, and reimbursables through subcontracts	Cost + 15%

# SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

**TO:** Governing Board

**BOARD MEETING DATE:** May 22, 2025

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

**FROM:** Jose F. Iniguez, Ed.D.  
Assistant Superintendent of Admin.  
Leadership, School Support & Safety

☐ Informational  
☒ Action

**AGENDA ITEM:** AGREEMENT WITH BALANCE ENVIRONMENTAL CONSULTING dba BEC  
FOR SWPPP-STORMWATER CONSULTING AND MONITORING SERVICES  
FOR THE SAN YSIDRO MIDDLE SCHOOL PROJECT

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## BACKGROUND INFORMATION:

The scope of work for the SYMS Revitalization Project, which involves modernizing the existing San Ysidro Middle School, includes demolition, regrading, new utility installation, site paving, and building modernization. The project site is expected to exceed one acre of disturbed soil. It will require full compliance with the Construction General Permit (CGP), including preparing and implementing a site-specific SWPPP. BMPs must be designed and monitored to control runoff, especially around sensitive student and staff areas.

SWPPP services, including the preparation, implementation, and monitoring required to ensure compliance with the State Water Resources Control Board (SWRCB), will be provided and will support the District's efforts to meet stormwater management regulations throughout the design, construction, and post-construction phases.

Staff is requesting approval of an Agreement with Balance Environmental Consulting dba BEC for SWPPP Consulting and Monitoring Services. If approved, these services are expected to start on May 23, 2025, with completion through December 2026.

## RECOMMENDATION:

Approve the agreement with Balance Environmental Consulting dba BEC to provide SWPPP Consulting and Monitoring Services for the San Ysidro Middle School Project in the amount of \$38,830.00 and an Owner-controlled contingency of \$2,000.00 for a total of \$40,830.00 from General Obligation Bond Measure U funds.

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## LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ Renewal ☒ New ☐ Amendment ☐ Ratify ☐ Other

Financial Implications?

☒ Yes ☐ No

Are funds for this item available in the 2024-2025 Budget?

☒ Yes ☐ No ☐ N/A

Requisition #

\$40,830.00

(Amount)

MEASURE U, G.O. BOND FUNDS (2133)

(Name of funding source and/or location)

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

**AGREEMENT FOR  
PROFESSIONAL SERVICES  
BETWEEN  
SAN YSIDRO SCHOOL DISTRICT  
AND  
BALANCE ENVIRONMENTAL CONSULTING**

**1. Parties and Date.**

This Agreement ("Agreement") is made and entered into this 23rd day of May, 2025, by and between **SAN YSIDRO SCHOOL DISTRICT** ("DISTRICT") and **BALANCE ENVIRONMENTAL CONSULTING dba BEC** ("Consultant") (collectively referred to as the "Parties" and each individually as "Party").

**2. Recitals.**

**2.1 Consultant.** Consultant is a professional consultant, experienced and properly certified/licensed to provide the professional services described herein and is familiar with the plans of DISTRICT.

**2.2 Project.** DISTRICT desires to engage Consultant to render its services for **SWPPP-STORMWATER CONSULTING AND MONITORING SERVICES FOR SAN YSIDRO MIDDLE SCHOOL REVITALIZATION** (the "Project").

**3. Terms.**

**3.1 Scope of Services, Qualifications and Term.**

(a) General Scope of Services. Consultant promises and agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply professional services, as more particularly described in **Exhibit "A"** attached hereto and incorporated herein by reference (collectively "Services"). All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

**3.2 Term.** The term of this Agreement shall be from the date first written above and shall continue until DISTRICT's acceptance of all work and final payment to Consultant, unless earlier terminated as provided herein. The Parties may mutually agree to extend this term by written amendment. Should the Parties agree to extend the term of this Agreement, the fee for services described in **Exhibit "B"** shall remain the same.

**3.3 Responsibilities of Consultant.**

(a) Control and Payment of Consultants and its Subordinates. DISTRICT retains Consultant on an independent contractor basis and Consultant is not an employee of 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 be responsible for all reports and obligations respecting such employees, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

(b) Conformance to Applicable Requirements. All work prepared by Consultant is subject to the approval of DISTRICT and any and all applicable regulatory State agencies and shall be the property of DISTRICT.

(c) Reports. Consultant shall provide copies of all reports required to be submitted to applicable regulatory State agencies to DISTRICT, whether or not such reports must be submitted to the DISTRICT.

(d) Work Authorization. Consultant shall obtain from DISTRICT a work authorization for the Project prior to commencing work. Such work authorization shall reiterate Consultant's duties outlined herein.

(e) Coordination of Services. Consultant agrees to work closely with DISTRICT staff in the performance of Services and shall be available to DISTRICT's staff, consultants and other staff at all reasonable times.

(f) 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 subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents that it, its employees and subcontractors or 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.

(g) 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 Services, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services.

(h) Insurance. Consultant shall comply with the following insurance provisions, unless one or more paragraphs are specifically waived by the DISTRICT in writing.

(i) Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to DISTRICT that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subcontractor

to commence work on any subcontract until it has provided evidence satisfactory to DISTRICT that the subcontractor has secured all insurance required under this Section.

(ii) 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, employees or subcontractors. Consultant shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(1) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); (3) *Workers' Compensation and Employers' Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance; (4) *Professional Liability*: Coverage which is appropriate to the Consultant's profession, or that of its consultants or subcontractors; and (5) *Sexual Abuse and Molestation Liability*; as required by the State of California.

(2) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; (3) *Workers' Compensation and Employer's Liability*: Workers' compensation limits as required by the Labor Code of the State of California. Employers Liability limits of \$1,000,000 per accident for bodily injury or disease; (4) *Professional Liability*: Not less than \$1,000,000 per claim/ \$2,000,000 aggregate; and (5) *Sexual Abuse and Molestation Liability*: Not less than \$1,000,000 per claim/ \$2,000,000 aggregate.

(3) Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by the DISTRICT to add the following provisions to the insurance policies:

a. General Liability. The general liability policy shall be endorsed to state that: (1) the DISTRICT, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insured with respect to the Work or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the DISTRICT, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the DISTRICT, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

b. Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the DISTRICT, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the DISTRICT, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the DISTRICT, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

c. Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the DISTRICT, its governing board, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

d. Professional Liability. Consultant and its sub-consultants and subcontractors shall procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance with limits discussed in this Section. This insurance shall be endorsed to include contractual liability.

e. Sexual Abuse and Molestation Liability. This insurance shall be endorsed to include contractual liability.

(4) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to DISTRICT; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to DISTRICT, its directors, officials, officers, employees, agents and volunteers.

(iii) Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the DISTRICT, its directors, officials, officers, employees, agents and volunteers.

(iv) Acceptability of Insurers. With the exception of Workers' Compensation Insurance, all insurance required hereunder is to be placed with insurers with a current A.M. Best's rating no less than A-: VII, which are licensed to do business in California, and which maintain an agent for process within the state. Workers' Compensation insurance required under this Agreement must be offered by an insurer meeting the above standards with the exception that the A.M. Best's rating condition is waived at the discretion of the DISTRICT.

(v) Verification of Coverage. Consultant shall furnish DISTRICT with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to DISTRICT. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be

on forms provided by DISTRICT if requested. DISTRICT reserves the right to require complete, certified copies of all required insurance policies, at any time.

(i) 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 its employees and subcontractors appropriate to the nature of the Services and the conditions under which the Services are to be performed. Safety precautions as applicable shall include, but shall not be limited to: (1) adequate life protection and lifesaving equipment and procedures; (2) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (3) adequate facilities for the proper inspection and maintenance of all safety measures.

(j) Project Staffing. Consultant shall provide adequate staff and resources to facilitate all contractor's activity. Should Consultant fail to adequately staff a project, the DISTRICT may, at its sole discretion, retain third party inspection services and back charge Consultant for all third party fees.

### 3.4 Fees and Payments.

(a) Compensation. Consultant shall receive compensation, including reimbursements, for all Services rendered under this Agreement at the rates set forth in **Exhibit "B"** attached hereto and incorporated herein by reference. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

(b) Reimbursement of Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by DISTRICT.

(c) Payment of Compensation. Consultant shall submit to DISTRICT an itemized statement which indicates work completed and hours of Services rendered by Consultant. DISTRICT shall pay Consultant within a reasonable time and in accordance with this Agreement.

(d) Extra Work. At any time during the term of this Agreement, DISTRICT may request that Consultant perform Extra Work. As used herein, "Extra Work" means any Services which are determined by DISTRICT to be necessary, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written supplemental work authorization from DISTRICT.

3.5 **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 DISTRICT during normal business hours 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 four (4) years from the date of final payment under this Agreement.

### 3.6 General Provisions.

(a) Suspension of Services. The DISTRICT may, in its sole discretion, suspend all or any part of Services provided hereunder without cost; provided, however, that if the DISTRICT shall suspend Services for a period of ninety (90) consecutive days or more and in addition such suspension is not caused by Consultant or the acts or omissions of Consultant, upon recession of such suspension, the compensation will be subject to adjustment to provide for actual costs and expenses incurred by Consultant as a direct result of the suspension and resumption of Services under this Agreement. Consultant may not suspend its service without DISTRICT's express written consent.

(b) Termination of Agreement.

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

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

(iii) Additional 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.

(c) Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

**CONSULTANT:**

Balance Environmental Consulting dba BEC  
2238 River Run Dr. #239  
San Diego, CA 92108

Attn: Jeff Brebner, President  
[jbrebner@balance-enviro.com](mailto:jbrebner@balance-enviro.com)

**DISTRICT:**

SAN YSIDRO SCHOOL DISTRICT  
4350 Otay Mesa Rd.  
San Ysidro CA 92173

Attn: Jose F. Iniguez, Ed D., Assistant Superintendent of Administrative  
Leadership, School Support & Safety  
[Jose.Iniguez@SYSDSchools.org](mailto:Jose.Iniguez@SYSDSchools.org)

Such notice shall be deemed made when personally delivered to the address set forth above, or forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed as set forth above. Notice shall be deemed adequate on the date actual notice occurred, regardless of the method of service.

(d) Mediation. Disputes arising from this Agreement may be submitted to mediation if mutually agreeable to the Parties hereto. The type and process of mediation to be utilized shall be subject to the mutual agreement of the Parties.

(e) Ownership of Materials and Confidentiality.

(i) All materials and data, including but not limited to, data on magnetic media and any materials 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.

(ii) All such materials and data shall be provided to the DISTRICT, or such other agency or entity as directed by DISTRICT or required by law, rule or regulation, immediately upon completion of the term of this Agreement as directed by DISTRICT. Should DISTRICT wish to obtain possession of any such materials or data during the term of this Agreement, it shall make its request in writing. Such information shall be provided to the DISTRICT within forty-eight (48) hours of its request.

(f) 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.

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.

(g) California Labor Code Requirements.

(i) Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the DISTRICT, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

(ii) If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be

Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

(iii) This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the DISTRICT. Consultant shall defend, indemnify and hold the DISTRICT, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

(h) Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

(i) Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

(j) Governing Law; Government Code Claim Compliance. 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. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 *et seq.* prior to filing any lawsuit against the DISTRICT. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the DISTRICT.

(k) Time of Essence. Time is of the essence for each and every provision of this Agreement.

(l) DISTRICT's Right to Employ Other Consultants. DISTRICT reserves right to employ other consultants in connection with this Project. However, Consultant shall be the

exclusive consultant for purposes of the Services as noted within this Agreement, unless terminated as provided herein.

(m) Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties, and shall not be assigned by Consultant without the prior written consent of DISTRICT.

(n) Amendments. This Agreement may not be amended except by a writing signed by the DISTRICT and Consultant.

(o) 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.

(p) Interpretation. In interpreting this Agreement, it shall be deemed that it was prepared jointly by the Parties with full access to legal counsel of their own. No ambiguity shall be resolved against any party on the premise that it or its attorneys were solely responsible for drafting this Agreement or any provision thereof.

(q) 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.

(r) Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of DISTRICT's Minority Business Enterprise program, if any, or other related programs or guidelines currently in effect or hereinafter enacted. Consultant must make a good faith effort to contact and utilize DVBE subcontractors or subconsultants and suppliers in securing bids for performance of the Agreement and shall be required to certify its good faith efforts towards retaining DVBE subcontractors or subconsultants and suppliers and identify DVBE firms utilized in performance of the Agreement.

(s) Fingerprinting Requirements. Consultant hereby acknowledges that, if applicable, it is required to comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the DISTRICT's pupils. The Consultant shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. If required by Education Code Section 45125.1, the Consultant must provide for the completion of a Fingerprint Certification form, in the DISTRICT's required format, prior to any of the Consultant's employees, or those of any other consultants, coming into contact with the DISTRICT's pupils. Consultant further acknowledges that other fingerprinting requirements may apply, as set forth in Education Code Section 45125 et seq., and will comply with any such requirements.

(t) Non-Waiver. None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is expressly specified in writing.

(u) Drug/Tobacco-Free Facilities. All DISTRICT facilities are drug and tobacco-free facilities. Any drug and/or tobacco use (smoked or smokeless) is prohibited at all times on all areas of DISTRICT facilities.

(v) Board Approval Required. This Agreement shall not be binding nor take effect unless approved or ratified by the DISTRICT Board of Education. Any amendments to this Agreement shall require Board approval or ratification.

(w) Exhibits and Recitals. All Exhibits and Recitals contained herein are hereby incorporated into this Agreement by this reference.

(x) Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one agreement.

(y) Authority to Execute. The persons executing this Agreement on behalf of their respective Parties represent and warrant that they have the authority to do so under law and from their respective Parties.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement by their authorized officers as of the day, month and year first written above.

**SAN YSIDRO SCHOOL DISTRICT**

**By:** \_\_\_\_\_  
**Name:** Marilyn Adrianzen  
**Title:** Chief Business Official

**Attest:**

**By:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_

**Board Approved:** \_\_\_\_\_

**Balance Environmental Consulting**

**By:** Jeff Brebner  
**Name:** Balance Environmental Consulting  
**Title:** President

**Attest:**

**By:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_

**93-4471270**  
**Federal Tax I.D. Number**

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

CONSULTANT agrees to perform comprehensive Stormwater Pollution Prevention Plan (SWPPP) Consulting and Monitoring Services for the San Ysidro Middle School site located at 4350 Otay Mesa Road, San Ysidro, CA 92173, as described below:

1. Collaborate directly with each of the Design-Build team's civil engineering subconsultant to ensure consistency between the SWPPP and the BMP plan submitted to DSA.
2. Provide input on temporary and permanent erosion control measures in coordination with site grading, drainage, and landscaping plans.
3. Review relevant sections of the Design-Build team's construction documents to ensure SWPPP implementation aligns with the project schedule and phasing.
4. Ensure all SWPPP and BMP documentation submitted to the SWRCB is consistent with DSA-reviewed construction documents.
5. Prepare a site-specific SWPPP consistent with SWRCB CGP and local MS4 requirements, as applicable.
6. Develop a project-specific Risk Level Assessment (based on project type, topography, and proximity to water bodies).
7. Coordinate SWPPP registration and obtain Waste Discharge Identification (WDID) numbers.
8. Attend pre-construction and progress meetings as necessary.
9. Perform site inspections. Each inspection must include photo documentation, BMP evaluations, and corrective action tracking. Frequency should be at a minimum:
  - a. Weekly routine inspections, *and* within 24 hrs. of a rain event  $\geq 0.5$ ".
  - b. Pre-storm event inspections
  - c. Post-storm inspections (within 48 hours)
10. Prepare and submit weekly reports and required documentation to the District.
11. Prepare and submit monthly reports to regulatory agencies.
12. Conduct sampling and lab testing of stormwater discharges, if applicable to the project Risk Level.
13. Assist in training contractor personnel on BMPs and SWPPP requirements.
14. Provide recommendations for BMP installation, maintenance, and corrective actions.
15. Submit complete project closeout documentation, including verification of final site stabilization and the Notice of Termination (NOT) to the SWRCB.

**EXHIBIT "B"**  
**COMPENSATION FOR SERVICES**

Total contract costs of **Thirty-eight Thousand Eight Hundred Thirty (\$38,830.00)** (including SWPPP base scope, monitoring, project contingency allowance) are as follows:

- SWPPP Compliance Audit: \$21,330
- QSP Monitoring: \$7,500
- Allowance: \$10,000 (reference add/alternates)

**SAN YSIDRO MIDDLE SCHOOL REVITALIZATION PROJECT**

Estimated Construction Schedule: 18 Months 6/1/25 – 12/31/26.

ITEM	SCOPE	RATE, EA.	ANTICIPATED VISITS	SUBTOTAL
1a. Stormwater Pollution Prevention Plan (SWPPP) / Permit Registration Documents	Preparation of a site specific SWPPP by a licensed QSD, Risk Level Assessment, Preparation of Permit Registration Documents (PRDs) including uploading of PRDs to SMARTS.ca.gov. Excludes printing of SWPPP and BMP Map. If requested prints will be charged at cost + 15%.			\$3,840
1b. QSD Site Audits and Reports.	Audit report will include documentation of site installed BMPs, corrective actions (if any), recommended maintenance of BMPs and photographs if requested.	\$400.00	3	\$1,200
2. Weekly SWPPP Site Audits	Audit report will include documentation of site installed BMPs, corrective actions (if any), recommended maintenance of BMPs and photographs if requested.	\$270.00	52	\$14,040
3. Annual Report	Preparation and filing of Annual Report. Submitted to SMARTS.gov.ca by September 1st each year of construction activity. Stormwater calendar year: July 1st - June 30th.	\$750.00	2	\$1,500
4. Notice of Termination (NOT)	Preparation and filing of NOT to SMARTS.ca.gov within 90 day of completion of construction/plant establishment period.	\$750.00	1	\$750
<b>SWPPP COMPLIANCE AUDIT TOTAL (TASKS 1 - 4):</b>				<b>\$21,330</b>
ITEM	RAIN EVENT SCOPE			
5. 'Pre' Rain Event Audit (Estimated Anticipated Visits)	As-required per the MS4 Permit and Construction General Permit (CGP 2022), based on 50% chance of rain per NOAA.gov.	\$200.00	12	\$2,400
6. 'During' Rain Event Audit (Estimated Anticipated Visits)	Site 'During' rain event audit will occur on rain days with a 50% or greater chance of precipitation per NOAA.gov along with .50" within a 24 period. Sampling of pH and turbidity will be taken (Lab samples not Required). Based on a per rain day daily rate. Excludes non-business hour per the CGP requirements. If necessary lab samples charged cost + T&M	\$300.00	12	\$3,600
7. 'Post' Qualifying Rain Event Audits. 6 per RFQ.	Site 'Post' Qualifying Precipitation Event (QPE) is required within 48 hrs. of qualifying rain events.	\$150.00	6	\$900
8. AdHoc Report. 6 per RFQ.	Preparation and filing of AdHoc Report (Sampling Results) submitted to SMARTS.gov.ca after qualifying rain event.	\$100.00	6	\$600
<b>RAIN EVENT ESTIMATED TOTAL (TASKS 5 - 8):</b>				<b>\$7,500</b>
<b>QSP STORMWATER MONITORING PROGRAM TOTAL:</b>				<b>\$28,830</b>
<i>Estimated Time and Material Total, Not to Exceed Without Prior Written Authorization. Exceedance of the estimated number of rain events will result in a change order at above unit pricing.</i>				



Add / Alternates		
ITEM	SCOPE	RATE, EA.
A. Change of Information (COI)	Preparation of COI/ SWPPP Amendment to be submitted to SMARTS.ca.gov. If COI is determined to have a Risk Level change, client will be charged on a T&M basis at \$155/ per hour for QSD time. If COI results in revision of SWPPP to new CGP permit requirements, client will be charged on a T&M \$155/ per hour QSD price to revise SWPPP.	\$800 or T&M
B. Hourly Time and Material	Interfacing with Jurisdictions, Regional State Water Quality Control Board (RWQCB), NOV Responses Letter, Meetings, Non-Stormwater Sampling plus Lab Fees, etc. Hourly rate.	\$150
C. Staff Training Program	Site specific SWPPP training, latest BMP technologies, environmental topics with project team. Hourly rate.	\$150
****Exclusions	Agency fees, installation of BMPs, Non-visible /Non-storm water pollutant sampling (T&M plus Lab Fees if requested), sampling of ATS systems.	

### COST ESTIMATE QUALIFIERS

The following are BEC's assumptions in developing this proposal:

1. Project predicted to fall into the 'Risk Level 2 Category'.
2. Weekly audit visits and Annual Report quantities are based on in 18 months (10/1/25 – 3/31/27) per RFQ#B2425-09.
3. The total anticipated number of 'Rain Events' included in this proposal are based on historical data. '6 Sampling Events' quantities taken from RFQ#B2425-09. Note: Project will not have TMDL since its location does not discharge into listed impaired waterbodies. Lab samples will not be required during a rain events. Grab samples will be collected with BEC turbidity units and pH meters.
4. Excludes sampling of ATS systems, non-stormwater sampling and lab fees. If required, samples will be sent to a certified lab. Project charged T&M plus lab cost.
5. Excludes costs and installation of erosion control products. Excluded permit fees.
6. Revisits to the site requested by contractor will be charged on a Time and Material basis.
7. Excludes night, non-business hours, holidays, and weekend site visits.
8. Excludes development of Erosion Control Drawings. Drawing typically provided by civil engineer firm.
9. Cost estimate is good for 90 days after submittal. In the event that the scope changes or if the contractor decides to expand the scope of the work requested, a change order will be issued with an accompanying price proposal.

Other Services	
Consultants, prints, and reimbursables through subcontracts	Cost + 15%

# SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

**TO:** Governing Board

**BOARD MEETING DATE:** May 22, 2025

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

**FROM:** Jose F. Iniguez, Ed.D.  
Assistant Superintendent of Admin.  
Leadership, School Support & Safety

☐ Informational  
☒ Action

**AGENDA ITEM:** AGREEMENT WITH BLACKHAWK ENVIRONMENTAL, INC. FOR ON-CALL BIOLOGICAL MONITORING SERVICES FOR THE COMMUNITY RESOURCE CENTER AT BEYER PROJECT

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## BACKGROUND INFORMATION:

The scope of work for the Beyer Educational Community Center at the Beyer site includes constructing a new 18,000 square foot facility and approximately 80,000 square feet of site improvements. Placeworks has been retained as the CEQA consultant, and they have completed an Initial Study identifying the presence of Diegan Coastal Sage Scrub – Disturbed habitat and potential sensitive species, including the coastal California gnatcatcher and other state-designated Species of Special Concern. As a result, biological mitigation measures have been incorporated, and biological monitoring is required during key construction phases, including vegetation clearing, grubbing, and initial ground disturbance.

Biological monitoring will be provided on an on-call, as-needed basis, aligned with construction schedules and specific mitigation trigger points such as vegetation clearing, grading, or sensitive species surveys.

Staff is requesting approval of an Agreement with Blackhawk Environmental, Inc., for On-Call Biological Monitoring Services. If approved, these services are expected to start on May 23, 2025, and be completed through March 2027.

## RECOMMENDATION:

Approve the agreement with Blackhawk Environmental, Inc. to provide On-Call Biological Monitoring Services for the Community Resource Center Project at Beyer in a not-to-exceed amount of \$50,000.00 and an Owner-controlled contingency of \$2,500.00 for a total of \$52,500.00 from General Obligation Bond Measure T funds

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## LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal 7.0 – Provide sufficient, safe, well-maintained, and visually appealing facilities that create an environment for improving student achievement.

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☐ Renewal    ☒ New    ☐ Amendment    ☐ Ratify    ☐ Other

Financial Implications?

☒ Yes    ☐ No

Are funds for this item available in the 2024-2025 Budget?

☒ Yes    ☐ No    ☐ N/A

Requisition #

\$52,500.00

(Amount)

MEASURE T, G.O. BOND FUNDS (2139)

(Name of funding source and/or location)

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

**AGREEMENT FOR  
PROFESSIONAL SERVICES  
BETWEEN  
SAN YSIDRO SCHOOL DISTRICT  
AND  
BLACKHAWK ENVIRONMENTAL, INC.**

**1. Parties and Date.**

This Agreement ("Agreement") is made and entered into this 23rd day of May, 2025, by and between **SAN YSIDRO SCHOOL DISTRICT** ("DISTRICT") and **BLACKHAWK ENVIRONMENTAL, INC.** ("Consultant") (collectively referred to as the "Parties" and each individually as "Party").

**2. Recitals.**

**2.1 Consultant.** Consultant is a professional consultant, experienced and properly certified/licensed to provide the professional services described herein and is familiar with the plans of DISTRICT.

**2.2 Project.** DISTRICT desires to engage Consultant to render its services for **ON-CALL BIOLOGICAL MONITORING SERVICES FOR THE COMMUNITY RESOURCE CENTER AT BEYER** (the "Project").

**3. Terms.**

**3.1 Scope of Services, Qualifications and Term.**

(a) General Scope of Services. Consultant promises and agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply professional services, as more particularly described in **Exhibit "A"** attached hereto and incorporated herein by reference (collectively "Services"). All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

**3.2 Term.** The term of this Agreement shall be from the date first written above and shall continue until DISTRICT's acceptance of all work and final payment to Consultant, unless earlier terminated as provided herein. The Parties may mutually agree to extend this term by written amendment. Should the Parties agree to extend the term of this Agreement, the fee for services described in **Exhibit "B"** shall remain the same.

**3.3 Responsibilities of Consultant.**

(a) Control and Payment of Consultants and its Subordinates. DISTRICT retains Consultant on an independent contractor basis and Consultant is not an employee of 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 be responsible for all reports and obligations respecting such employees, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

(b) Conformance to Applicable Requirements. All work prepared by Consultant is subject to the approval of DISTRICT and any and all applicable regulatory State agencies and shall be the property of DISTRICT.

(c) Reports. Consultant shall provide copies of all reports required to be submitted to applicable regulatory State agencies to DISTRICT, whether or not such reports must be submitted to the DISTRICT.

(d) Work Authorization. Consultant shall obtain from DISTRICT a work authorization for the Project prior to commencing work. Such work authorization shall reiterate Consultant's duties outlined herein.

(e) Coordination of Services. Consultant agrees to work closely with DISTRICT staff in the performance of Services and shall be available to DISTRICT's staff, consultants and other staff at all reasonable times.

(f) 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 subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents that it, its employees and subcontractors or 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.

(g) 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 Services, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services.

(h) Insurance. Consultant shall comply with the following insurance provisions, unless one or more paragraphs are specifically waived by the DISTRICT in writing.

(i) Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to DISTRICT that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subcontractor

to commence work on any subcontract until it has provided evidence satisfactory to DISTRICT that the subcontractor has secured all insurance required under this Section.

(ii) 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, employees or subcontractors. Consultant shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(1) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); (3) *Workers' Compensation and Employers' Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance; (4) *Professional Liability*: Coverage which is appropriate to the Consultant's profession, or that of its consultants or subcontractors; and (5) *Sexual Abuse and Molestation Liability*; as required by the State of California.

(2) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; (3) *Workers' Compensation and Employer's Liability*: Workers' compensation limits as required by the Labor Code of the State of California. Employers Liability limits of \$1,000,000 per accident for bodily injury or disease; (4) *Professional Liability*: Not less than \$1,000,000 per claim/ \$2,000,000 aggregate; and (5) *Sexual Abuse and Molestation Liability*: Not less than \$1,000,000 per claim/ \$2,000,000 aggregate.

(3) Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by the DISTRICT to add the following provisions to the insurance policies:

a. General Liability. The general liability policy shall be endorsed to state that: (1) the DISTRICT, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insured with respect to the Work or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the DISTRICT, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the DISTRICT, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

b. Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the DISTRICT, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the DISTRICT, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the DISTRICT, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

c. Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the DISTRICT, its governing board, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

d. Professional Liability. Consultant and its sub-consultants and subcontractors shall procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance with limits discussed in this Section. This insurance shall be endorsed to include contractual liability.

e. Sexual Abuse and Molestation Liability. This insurance shall be endorsed to include contractual liability.

(4) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to DISTRICT; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to DISTRICT, its directors, officials, officers, employees, agents and volunteers.

(iii) Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the DISTRICT, its directors, officials, officers, employees, agents and volunteers.

(iv) Acceptability of Insurers. With the exception of Workers' Compensation Insurance, all insurance required hereunder is to be placed with insurers with a current A.M. Best's rating no less than A-: VII, which are licensed to do business in California, and which maintain an agent for process within the state. Workers' Compensation insurance required under this Agreement must be offered by an insurer meeting the above standards with the exception that the A.M. Best's rating condition is waived at the discretion of the DISTRICT.

(v) Verification of Coverage. Consultant shall furnish DISTRICT with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to DISTRICT. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be

on forms provided by DISTRICT if requested. DISTRICT reserves the right to require complete, certified copies of all required insurance policies, at any time.

(i) 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 its employees and subcontractors appropriate to the nature of the Services and the conditions under which the Services are to be performed. Safety precautions as applicable shall include, but shall not be limited to: (1) adequate life protection and lifesaving equipment and procedures; (2) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (3) adequate facilities for the proper inspection and maintenance of all safety measures.

(j) Project Staffing. Consultant shall provide adequate staff and resources to facilitate all contractor's activity. Should Consultant fail to adequately staff a project, the DISTRICT may, at its sole discretion, retain third party inspection services and back charge Consultant for all third party fees.

### 3.4 Fees and Payments.

(a) Compensation. Consultant shall receive compensation, including reimbursements, for all Services rendered under this Agreement at the rates set forth in **Exhibit "B"** attached hereto and incorporated herein by reference. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

(b) Reimbursement of Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by DISTRICT.

(c) Payment of Compensation. Consultant shall submit to DISTRICT an itemized statement which indicates work completed and hours of Services rendered by Consultant. DISTRICT shall pay Consultant within a reasonable time and in accordance with this Agreement.

(d) Extra Work. At any time during the term of this Agreement, DISTRICT may request that Consultant perform Extra Work. As used herein, "Extra Work" means any Services which are determined by DISTRICT to be necessary, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written supplemental work authorization from DISTRICT.

3.5 **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 DISTRICT during normal business hours 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 four (4) years from the date of final payment under this Agreement.

### 3.6 General Provisions.

(a) Suspension of Services. The DISTRICT may, in its sole discretion, suspend all or any part of Services provided hereunder without cost; provided, however, that if the DISTRICT shall suspend Services for a period of ninety (90) consecutive days or more and in addition such suspension is not caused by Consultant or the acts or omissions of Consultant, upon recession of such suspension, the compensation will be subject to adjustment to provide for actual costs and expenses incurred by Consultant as a direct result of the suspension and resumption of Services under this Agreement. Consultant may not suspend its service without DISTRICT's express written consent.

(b) Termination of Agreement.

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

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

(iii) Additional 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.

(c) Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:



**CONSULTANT:**

Blackhawk Environmental, Inc.  
4337 Sheridan Lane  
San Diego, CA 92120

Attn: Seth Reimers, President  
[seth@blackhawkenv.com](mailto:seth@blackhawkenv.com)

**DISTRICT:**

SAN YSIDRO SCHOOL DISTRICT  
4350 Otay Mesa Rd.  
San Ysidro CA 92173

Attn: Jose F. Iniguez, Ed D., Assistant Superintendent of Administrative  
Leadership, School Support & Safety  
[Jose.Iniguez@SYSDSchools.org](mailto:Jose.Iniguez@SYSDSchools.org)

Such notice shall be deemed made when personally delivered to the address set forth above, or forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed as set forth above. Notice shall be deemed adequate on the date actual notice occurred, regardless of the method of service.

(d) Mediation. Disputes arising from this Agreement may be submitted to mediation if mutually agreeable to the Parties hereto. The type and process of mediation to be utilized shall be subject to the mutual agreement of the Parties.

(e) Ownership of Materials and Confidentiality.

(i) All materials and data, including but not limited to, data on magnetic media and any materials 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.

(ii) All such materials and data shall be provided to the DISTRICT, or such other agency or entity as directed by DISTRICT or required by law, rule or regulation, immediately upon completion of the term of this Agreement as directed by DISTRICT. Should DISTRICT wish to obtain possession of any such materials or data during the term of this Agreement, it shall make its request in writing. Such information shall be provided to the DISTRICT within forty-eight (48) hours of its request.

(f) 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.

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.

(g) California Labor Code Requirements.

(i) Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the DISTRICT, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

(ii) If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be

Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

(iii) This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the DISTRICT. Consultant shall defend, indemnify and hold the DISTRICT, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

(h) Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

(i) Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

(j) Governing Law; Government Code Claim Compliance. 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. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 *et seq.* prior to filing any lawsuit against the DISTRICT. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the DISTRICT.

(k) Time of Essence. Time is of the essence for each and every provision of this Agreement.

(l) DISTRICT's Right to Employ Other Consultants. DISTRICT reserves right to employ other consultants in connection with this Project. However, Consultant shall be the

exclusive consultant for purposes of the Services as noted within this Agreement, unless terminated as provided herein.

(m) Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties, and shall not be assigned by Consultant without the prior written consent of DISTRICT.

(n) Amendments. This Agreement may not be amended except by a writing signed by the DISTRICT and Consultant.

(o) 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.

(p) Interpretation. In interpreting this Agreement, it shall be deemed that it was prepared jointly by the Parties with full access to legal counsel of their own. No ambiguity shall be resolved against any party on the premise that it or its attorneys were solely responsible for drafting this Agreement or any provision thereof.

(q) 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.

(r) Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of DISTRICT's Minority Business Enterprise program, if any, or other related programs or guidelines currently in effect or hereinafter enacted. Consultant must make a good faith effort to contact and utilize DVBE subcontractors or subconsultants and suppliers in securing bids for performance of the Agreement and shall be required to certify its good faith efforts towards retaining DVBE subcontractors or subconsultants and suppliers and identify DVBE firms utilized in performance of the Agreement.

(s) Fingerprinting Requirements. Consultant hereby acknowledges that, if applicable, it is required to comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the DISTRICT's pupils. The Consultant shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. If required by Education Code Section 45125.1, the Consultant must provide for the completion of a Fingerprint Certification form, in the DISTRICT's required format, prior to any of the Consultant's employees, or those of any other consultants, coming into contact with the DISTRICT's pupils. Consultant further acknowledges that other fingerprinting requirements may apply, as set forth in Education Code Section 45125 et seq., and will comply with any such requirements.

(t) Non-Waiver. None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is expressly specified in writing.

(u) Drug/Tobacco-Free Facilities. All DISTRICT facilities are drug and tobacco-free facilities. Any drug and/or tobacco use (smoked or smokeless) is prohibited at all times on all areas of DISTRICT facilities.

(v) Board Approval Required. This Agreement shall not be binding nor take effect unless approved or ratified by the DISTRICT Board of Education. Any amendments to this Agreement shall require Board approval or ratification.

(w) Exhibits and Recitals. All Exhibits and Recitals contained herein are hereby incorporated into this Agreement by this reference.

(x) Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one agreement.

(y) Authority to Execute. The persons executing this Agreement on behalf of their respective Parties represent and warrant that they have the authority to do so under law and from their respective Parties.

**IN WITNESS WHEREOF,** the Parties hereto have executed this Agreement by their authorized officers as of the day, month and year first written above.

**SAN YSIDRO SCHOOL DISTRICT**

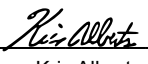
**By:** \_\_\_\_\_  
**Name:** Marilyn Adrianzen  
**Title:** Chief Business Official

**Attest:**

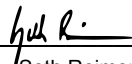
**By:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_

**Board Approved:** \_\_\_\_\_

**Blackhawk Environmental, Inc.**

**By:**   
**Name:** Kris Alberts  
**Title:** Vice President

**Attest:**

**By:**   
**Name:** Seth Reimers  
**Title:** President

**46-1310988**  
**Federal Tax I.D. Number**

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

CONSULTANT agrees to perform on-call Biological Monitoring Services for the Beyer Educational Community Center project, located at 2300 East Beyer Boulevard, San Ysidro, CA 92173. The Scope of Services for Archaeological Monitoring Services are described below:

Provided on-call, as-needed basis, aligned with construction schedules and specific mitigation trigger points such as vegetation clearing, grading, or sensitive species surveys. The Consultant shall:

1. Conduct on-call biological monitoring during vegetation clearing, grubbing, and initial ground-disturbing activities.
2. Ensure work remains within approved limits, and verify that all mitigation measures are properly implemented, including:
  - a. Installation of protective measures (e.g., flagging, fencing, signage).
  - b. Nesting bird surveys if work occurs during breeding seasons.
  - c. Monitoring for the presence of sensitive species and avoidance of impacts.
3. Coordinate with District personnel and the General Contractor to implement the following mitigation measures:
  - a. BIO-1: Habitat mitigation planning and documentation.
  - b. BIO-2: Biologist presence during clearing and grubbing.
  - c. BIO-3: Protocol-level surveys for the coastal California gnatcatcher if construction occurs during the breeding season.
  - d. BIO-4: Pre-construction nesting bird surveys, buffer establishment, and monitoring if active nests are detected.
4. Prepare written monitoring logs, survey reports, and a final biological monitoring summary documenting compliance with mitigation measures.

The biological monitors assigned to the Project will perform all tasks necessary to comply with the mitigation measures and any other Project documents and permits, before and during construction. They will be available to ensure compliance with the protective measures, serve as an agency contact, and have the authority and responsibility to stop any activity that violates these measures. The lead biological monitor will coordinate with the District and the construction contractors' Project Manager(s), construction foremen and/or any applicable regulatory agencies for compliance as necessary.

Consultant's team of expert biological monitors will use the methodologies detailed below to ensure Project compliance:

- A. **Mitigation Measure Compliance:** All mitigation measures in the Initial Study – Mitigated Negative Declaration, permits, and/or District's standard operating procedures will be enforced to ensure compliance. Weekly or bi-weekly reporting will be developed and issued electronically to inform all pertinent parties of Project activities, recommended corrective actions, adaptive strategies employed, with specific mitigation measure numbers addressed. Digital photographs will accompany these reports as necessary to illustrate salient points. A database will be established and maintained throughout the life of the project to keep all files, reports, and documents in a central location.
- B. **Biological Monitoring:** Biological monitoring will occur on a full-time basis during all grading, grubbing, and/or initial ground disturbance. Biological monitors will attend Project meetings and tailboards to fully understand plans and provide guidance on adaptive mitigation measures and any alternative approaches that may become necessary. The biological monitor will provide take-avoidance sweeps ahead of crews performing grading, grubbing, vegetation clearing, and/or initial ground disturbance to avoid and/or minimize wildlife injuries/mortalities. Daily Project activities will be recorded in the biological monitor's notes to be later incorporated into weekly/monthly/final compliance monitoring reports. Specific attention to habitat impacts, and their quantities, will be monitored to ensure compliance with habitat mitigation planning (BIO-1). At the conclusion of initial ground disturbing activities, biological monitoring will likely scale back to less frequent spot check conducted at an appropriate level that will maintain Project compliance.
- C. **Nesting Bird Surveys:** Nesting bird surveys are to be conducted when required during the nesting season. Pre-construction nesting raptor and/or nesting bird take avoidance surveys shall be completed according to the methodologies within the mitigation measures, applicable permits/plans, and/or District's standard operating procedures. Buffer establishment will occur on a case-by-case basis as directed by the biological monitor to ensure compliance with all local, State of California, and federal laws and ordinances.
- D. **Sensitive Biological Resources Avoidance Flagging:** Flagging for avoidance or minimization will occur as needed throughout the Project. The demarcation of work limits and project boundaries are the responsibility of the construction contractor and is to be done before construction commences. All Project work areas shall be clearly flagged, staked and/or demarcated with silt fencing, staking, berms and/or construction fencing to define the limits of work activities and all workers' activities. All vehicles and personnel shall be restricted to areas outside flagged work areas to avoid unnecessary impacts. Biological monitors will work closely with the construction contractor to verify all flagged, staked or otherwise demarcated areas.

Exhibit "A"

At minimum, all temporary site construction fencing will be inspected during spot checks.

- E. **Rattlesnake Safety:** Biological monitors will carry rattlesnake handling gear and have appropriate training and experience to relocate rattlesnakes to areas safely removed from Project work zones throughout the Project. Rattlesnakes will be moved as necessary to protect work crews.



**EXHIBIT "B"**  
**COMPENSATION FOR SERVICES**

**Fee Not-To-Exceed (NTE) Fifty thousand Dollars (\$50,000.00). Work is to be contracted on a time-and-materials basis and billed on a monthly basis, based on the following hourly rates:**

<b>Staff Title</b>	<b>Hourly Rate</b>
Senior Biologist	\$110.00
Staff Biologist	\$110.00

# SAN YSIDRO SCHOOL DISTRICT

## GOVERNING BOARD AGENDA

**TO:** Governing Board

**BOARD MEETING DATE:** May 22, 2025

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

**FROM:** Jose F. Iniguez, Ed.D.  
Assistant Superintendent of Admin.  
Leadership, School Support & Safety

☐ Informational  
☒ Action

**AGENDA ITEM:** AGREEMENT WITH PANGIS, INC. FOR ON-CALL ARCHEOLOGICAL MONITORING SERVICES FOR THE COMMUNITY RESOURCE CENTER PROJECT AT BEYER SITE

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**BACKGROUND INFORMATION:**

The scope of work for the Beyer Educational Community Center at the Beyer site includes constructing a new 18,000 square foot facility and approximately 80,000 square feet of site improvements. Placeworks has been retained as the CEQA consultant, and they have completed an Initial Study resulting in the development of a Cultural Resource Mitigation Strategy. In compliance with this strategy, a qualified archaeological monitor must be on call during all ground-disturbing activities, including grading and excavation. The District anticipates approximately two to three months of site grading and soils preparation, during which archaeological monitoring services may be required on an on-call basis.

Archaeological monitoring will be provided on an on-call, as-needed basis, aligned with construction schedules and specific ground-disturbing activities.

Staff is requesting approval of an Agreement with PanGIS, Inc., for On-Call Archaeological Monitoring Services. If approved, these services are expected to start on May 23, 2025, and be completed by February 2026.

**RECOMMENDATION:**

Approve the agreement with PanGIS, Inc. to provide On-Call Archeological Monitoring Services for the Community Resource Center Project at the Beyer site for a not-to-exceed amount of \$50,000.00 and an Owner-controlled contingency of \$2,500.00 for a total of \$52,500.00 from General Obligation Bond Measure T funds.

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**LCAP GOAL AND ACTION/SERVICE (please indicate):**

Goal 7.0 – Provide sufficient, safe, well-maintained, and visually appealing facilities that create an environment for improving student achievement.

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☐ Renewal   ☒ New   ☐ Amendment   ☐ Ratify   ☐ Other

Financial Implications?

☒ Yes   ☐ No

Are funds for this item available in the 2024-2025 Budget?

☒ Yes   ☐ No   ☐ N/A

Requisition #

**\$52,500.00**

(Amount)

**MEASURE T, G.O. BOND FUNDS (2139)**

(Name of funding source and/or location)

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

**AGREEMENT FOR  
PROFESSIONAL SERVICES  
BETWEEN  
SAN YSIDRO SCHOOL DISTRICT  
AND  
PanGIS, INC.**

**1. Parties and Date.**

This Agreement ("Agreement") is made and entered into this 23rd day of May, 2025, by and between **SAN YSIDRO SCHOOL DISTRICT** ("DISTRICT") and **PanGIS, INC.** ("Consultant") (collectively referred to as the "Parties" and each individually as "Party").

**2. Recitals.**

2.1 **Consultant.** Consultant is a professional consultant, experienced and properly certified/licensed to provide the professional services described herein and is familiar with the plans of DISTRICT.

2.2 **Project.** DISTRICT desires to engage Consultant to render its services for **ON-CALL ARCHEOLOGICAL MONITORING SERVICES FOR THE COMMUNITY RESOURCE CENTER AT BEYER** (the "**Project**").

**3. Terms.**

**3.1 Scope of Services, Qualifications and Term.**

(a) General Scope of Services. Consultant promises and agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply professional services, as more particularly described in **Exhibit "A"** attached hereto and incorporated herein by reference (collectively "Services"). All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.2 **Term.** The term of this Agreement shall be from the date first written above and shall continue until DISTRICT's acceptance of all work and final payment to Consultant, unless earlier terminated as provided herein. The Parties may mutually agree to extend this term by written amendment. Should the Parties agree to extend the term of this Agreement, the fee for services described in **Exhibit "B"** shall remain the same.

**3.3 Responsibilities of Consultant.**

(a) Control and Payment of Consultants and its Subordinates. DISTRICT retains Consultant on an independent contractor basis and Consultant is not an employee of 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 be responsible for all reports and obligations respecting such employees, including, but not

limited to, social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

(b) Conformance to Applicable Requirements. All work prepared by Consultant is subject to the approval of DISTRICT and any and all applicable regulatory State agencies and shall be the property of DISTRICT.

(c) Reports. Consultant shall provide copies of all reports required to be submitted to applicable regulatory State agencies to DISTRICT, whether or not such reports must be submitted to the DISTRICT.

(d) Work Authorization. Consultant shall obtain from DISTRICT a work authorization for the Project prior to commencing work. Such work authorization shall reiterate Consultant's duties outlined herein.

(e) Coordination of Services. Consultant agrees to work closely with DISTRICT staff in the performance of Services and shall be available to DISTRICT's staff, consultants and other staff at all reasonable times.

(f) 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 subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents that it, its employees and subcontractors or 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.

(g) 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 Services, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services.

(h) Insurance. Consultant shall comply with the following insurance provisions, unless one or more paragraphs are specifically waived by the DISTRICT in writing.

(i) Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to DISTRICT that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to DISTRICT that the subcontractor has secured all insurance required under this Section.

(ii) 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, employees or subcontractors. Consultant shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(1) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); (3) *Workers' Compensation and Employers' Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance; (4) *Professional Liability*: Coverage which is appropriate to the Consultant's profession, or that of its consultants or subcontractors; and (5) ~~Sexual Abuse and Molestation Liability~~, as required by the State of California.

(2) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; (3) *Workers' Compensation and Employer's Liability*: Workers' compensation limits as required by the Labor Code of the State of California. Employers Liability limits of \$1,000,000 per accident for bodily injury or disease; (4) *Professional Liability*: Not less than \$1,000,000 per claim/ \$2,000,000 aggregate; and (5) ~~Sexual Abuse and Molestation Liability~~: Not less than \$1,000,000 per claim/ \$2,000,000 aggregate.

(3) Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by the DISTRICT to add the following provisions to the insurance policies:

a. General Liability. The general liability policy shall be endorsed to state that: (1) the DISTRICT, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insured with respect to the Work or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the DISTRICT, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the DISTRICT, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

b. Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the DISTRICT, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the

ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the DISTRICT, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the DISTRICT, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

c. Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the DISTRICT, its governing board, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

d. Professional Liability. Consultant and its sub-consultants and subcontractors shall procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance with limits discussed in this Section. This insurance shall be endorsed to include contractual liability.

e. ~~Sexual Abuse and Molestation Liability.~~ This insurance shall be endorsed to include contractual liability.

(4) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to DISTRICT; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to DISTRICT, its directors, officials, officers, employees, agents and volunteers.

(iii) Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the DISTRICT, its directors, officials, officers, employees, agents and volunteers.

(iv) Acceptability of Insurers. With the exception of Workers' Compensation Insurance, all insurance required hereunder is to be placed with insurers with a current A.M. Best's rating no less than A-: VII, which are licensed to do business in California, and which maintain an agent for process within the state. Workers' Compensation insurance required under this Agreement must be offered by an insurer meeting the above standards with the exception that the A.M. Best's rating condition is waived at the discretion of the DISTRICT.

(v) Verification of Coverage. Consultant shall furnish DISTRICT with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to DISTRICT. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by DISTRICT if requested. DISTRICT reserves the right to require complete, certified copies of all required insurance policies, at any time.

(i) 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 its employees and subcontractors appropriate to the nature of the Services and the conditions under which the Services are to be performed. Safety precautions as applicable shall include, but shall not be limited to: (1) adequate life protection and lifesaving equipment and procedures; (2) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (3) adequate facilities for the proper inspection and maintenance of all safety measures.

(j) Project Staffing. Consultant shall provide adequate staff and resources to facilitate all contractor's activity. Should Consultant fail to adequately staff a project, the DISTRICT may, at its sole discretion, retain third party inspection services and back charge Consultant for all third party fees.

### 3.4 Fees and Payments.

(a) Compensation. Consultant shall receive compensation, including reimbursements, for all Services rendered under this Agreement at the rates set forth in **Exhibit "B"** attached hereto and incorporated herein by reference. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

(b) Reimbursement of Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by DISTRICT.

(c) Payment of Compensation. Consultant shall submit to DISTRICT an itemized statement which indicates work completed and hours of Services rendered by Consultant. DISTRICT shall pay Consultant within a reasonable time and in accordance with this Agreement.

(d) Extra Work. At any time during the term of this Agreement, DISTRICT may request that Consultant perform Extra Work. As used herein, "Extra Work" means any Services which are determined by DISTRICT to be necessary, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written supplemental work authorization from DISTRICT.

3.5 **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 DISTRICT during normal business hours 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 four (4) years from the date of final payment under this Agreement.

### 3.6 General Provisions.

(a) Suspension of Services. The DISTRICT may, in its sole discretion, suspend all or any part of Services provided hereunder without cost; provided, however, that if the DISTRICT shall suspend Services for a period of ninety (90) consecutive days or more and in addition such suspension is not caused by Consultant or the acts or omissions of Consultant, upon recession of such suspension, the compensation will be subject to adjustment to provide for actual costs and expenses incurred by Consultant as a direct result of the suspension and resumption of Services under this Agreement. Consultant may not suspend its service without DISTRICT's express written consent.

(b) Termination of Agreement.

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

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

(iii) Additional 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.

(c) Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:



**CONSULTANT:**

PanGIS, Inc.  
6353 El Camino Real, Suite B  
Carlsbad, CA 92009

Attn: Alice Brewster, President  
[alice@pangis.com](mailto:alice@pangis.com)

**DISTRICT:**

SAN YSIDRO SCHOOL DISTRICT  
4350 Otay Mesa Rd.  
San Ysidro CA 92173

Attn: Jose F. Iniguez, Ed D., Assistant Superintendent of Administrative  
Leadership, School Support & Safety  
[Jose.Iniguez@SYSDSchools.org](mailto:Jose.Iniguez@SYSDSchools.org)

Such notice shall be deemed made when personally delivered to the address set forth above, or forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed as set forth above. Notice shall be deemed adequate on the date actual notice occurred, regardless of the method of service.

(d) Mediation. Disputes arising from this Agreement may be submitted to mediation if mutually agreeable to the Parties hereto. The type and process of mediation to be utilized shall be subject to the mutual agreement of the Parties.

(e) Ownership of Materials and Confidentiality.

(i) All materials and data, including but not limited to, data on magnetic media and any materials 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.

(ii) All such materials and data shall be provided to the DISTRICT, or such other agency or entity as directed by DISTRICT or required by law, rule or regulation, immediately upon completion of the term of this Agreement as directed by DISTRICT. Should DISTRICT wish to obtain possession of any such materials or data during the term of this Agreement, it shall make its request in writing. Such information shall be provided to the DISTRICT within forty-eight (48) hours of its request.

(f) 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.

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.

(g) California Labor Code Requirements.

(i) Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the DISTRICT, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

(ii) If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be

Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

(iii) This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the DISTRICT. Consultant shall defend, indemnify and hold the DISTRICT, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

(h) Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

(i) Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

(j) Governing Law; Government Code Claim Compliance. 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. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 *et seq.* prior to filing any lawsuit against the DISTRICT. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the DISTRICT.

(k) Time of Essence. Time is of the essence for each and every provision of this Agreement.

(l) DISTRICT's Right to Employ Other Consultants. DISTRICT reserves right to employ other consultants in connection with this Project. However, Consultant shall be the

exclusive consultant for purposes of the Services as noted within this Agreement, unless terminated as provided herein.

(m) Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties, and shall not be assigned by Consultant without the prior written consent of DISTRICT.

(n) Amendments. This Agreement may not be amended except by a writing signed by the DISTRICT and Consultant.

(o) 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.

(p) Interpretation. In interpreting this Agreement, it shall be deemed that it was prepared jointly by the Parties with full access to legal counsel of their own. No ambiguity shall be resolved against any party on the premise that it or its attorneys were solely responsible for drafting this Agreement or any provision thereof.

(q) 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.

(r) Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of DISTRICT's Minority Business Enterprise program, if any, or other related programs or guidelines currently in effect or hereinafter enacted. Consultant must make a good faith effort to contact and utilize DVBE subcontractors or subconsultants and suppliers in securing bids for performance of the Agreement and shall be required to certify its good faith efforts towards retaining DVBE subcontractors or subconsultants and suppliers and identify DVBE firms utilized in performance of the Agreement.

(s) Fingerprinting Requirements. Consultant hereby acknowledges that, if applicable, it is required to comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the DISTRICT's pupils. The Consultant shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. If required by Education Code Section 45125.1, the Consultant must provide for the completion of a Fingerprint Certification form, in the DISTRICT's required format, prior to any of the Consultant's employees, or those of any other consultants, coming into contact with the DISTRICT's pupils. Consultant further acknowledges that other fingerprinting requirements may apply, as set forth in Education Code Section 45125 et seq., and will comply with any such requirements.

(t) Non-Waiver. None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is expressly specified in writing.

(u) Drug/Tobacco-Free Facilities. All DISTRICT facilities are drug and tobacco-free facilities. Any drug and/or tobacco use (smoked or smokeless) is prohibited at all times on all areas of DISTRICT facilities.

(v) Board Approval Required. This Agreement shall not be binding nor take effect unless approved or ratified by the DISTRICT Board of Education. Any amendments to this Agreement shall require Board approval or ratification.

(w) Exhibits and Recitals. All Exhibits and Recitals contained herein are hereby incorporated into this Agreement by this reference.

(x) Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one agreement.


(y) Authority to Execute. The persons executing this Agreement on behalf of their respective Parties represent and warrant that they have the authority to do so under law and from their respective Parties.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement by their authorized officers as of the day, month and year first written above.

**SAN YSIDRO SCHOOL DISTRICT**

**PanGIS, Inc.**

**By:** \_\_\_\_\_  
**Name:** Marilyn Adrianzen  
**Title:** Chief Business Official

**By:**   
**Name:** Alice Brewster  
**Title:** President

**Attest:**

**Attest:**

**By:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_

**By:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_

**Board Approved:** \_\_\_\_\_

**33-0664245**  
**Federal Tax I.D. Number**

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

CONSULTANT agrees to perform on-call Archaeological Monitoring Services for the Beyer Educational Community Center project, located at 2300 East Beyer Boulevard, San Ysidro, CA 92173. The Scope of Services for Archaeological Monitoring Services are described below:

If archaeological resources are discovered during excavation and/or construction, work shall halt within 100 feet of the discovery. The archaeological monitor shall evaluate the find and consult with the District to determine the appropriate response. The Consultant shall:

1. Be available on an on-call basis during grading and excavation periods.
2. Monitor ground-disturbing activities for the presence of cultural or archaeological resources.
3. If resources are discovered:
  - a. Secure the site within a 100-foot radius.
  - b. Assess the significance of the find.
  - c. Notify and coordinate with the District to determine the next steps.
  - d. For non-tribal resources: facilitate documentation, curation, and transfer of artifacts to appropriate repositories such as the South Coastal Information Center or the San Diego Natural History Museum.
  - e. For tribal-related resources: consult with the most closely related tribe, facilitate tribal monitoring as needed, and ensure artifacts remain in place until further direction is provided.
4. Provide written documentation for monitoring activities and findings as requested or at the conclusion of services.

**EXHIBIT "B"**  
**COMPENSATION FOR SERVICES**

**Fee Not-To-Exceed (NTE) Fifty thousand Dollars (\$50,000.00). Work is to be contracted on a time-and-materials basis and billed on a monthly basis, based on the following hourly rates:**

<b>Staff Title</b>	<b>Hourly Rate</b>
Principal Archeologist	\$110.00
Archeological Monitor	\$85.00
GIS Specialist	\$85.00
Native American Monitor	\$75.00

# SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

**TO:** Governing Board

**BOARD MEETING DATE:** May 22, 2025

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

**FROM:** Jose F. Iniguez, Ed.D.  
Assistant Superintendent of Admin.  
Leadership, School Support & Safety

☐ Informational  
☒ Action

**AGENDA ITEM:** AMENDMENT NO. 2 AND WORK AUTHORIZATION NO. 3 TO THE  
MASTER AGREEMENT WITH PLACEWORKS

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## BACKGROUND INFORMATION:

In September of 2023, the Board approved a Master Agreement with Placeworks for \$200,000.00 to provide Environmental Consulting Services District-Wide, for a period of three (3) years and the option to extend for two (2) one-year periods. In March 2025, the Board approved a First Amendment to the Master Agreement in the amount of \$64,560.00, bringing the total of the Master Agreement to \$264,560.00. Three Work Authorizations totaling \$263,572.00 have been approved against the Master Agreement to date. Environmental Mitigation Assistance is now needed for the Beyer Educational Community Center project so an Amendment and new Work Authorization against the Master Agreement are necessary.

If approved, these services are expected to start on May 23, 2025, with completion on or before July 7, 2025.

## RECOMMENDATION

Approve Amendment No. 2 and Work Authorization No. 3 with Placeworks to provide required assistance and Memorandum for the Beyer Educational Community Center Project in an amount not to exceed \$6,100.00 from the General Obligation Bond Measure T funds.

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## LCAP GOAL AND ACTION/SERVICE (please indicate):

NOT APPLICABLE

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☐ Renewal   ☐ New   ☒ Amendment   ☐ Ratify   ☐ Other

Financial Implications?

Are funds for this item available in the 2024-2025 Budget?

Requisition #

☒ Yes   ☐ No

☒ Yes   ☐ No   ☐ N/A

\$6,100.00

(Amount)

MEASURE T, G.O. BOND FUNDS (2139)

(Name of funding source and/or location)

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



## **SECOND AMENDMENT TO MASTER AGREEMENT WITH PLACEWORKS**

THIS SECOND AMENDMENT ("Second Amendment") is made and entered into as of the final signature hereto, by and between the **SAN YSIDRO SCHOOL DISTRICT**, (hereinafter referred to as the "District"), and **Placeworks** (hereinafter referred to as "Consultant").

### **RECITALS**

**WHEREAS**, on or about September 7, 2023, the District and Consultant entered into a Master Agreement for an amount of \$200,000.00 for Environmental Consulting Services. Work is to be assigned to Consultant upon mutual written amendment to the Agreement as specific Consultant work for specific components of the Project; and

**WHEREAS**, the Agreement permits the District and Consultant to amend the terms and conditions of the Agreement upon mutual written agreement of the Parties; and

**WHEREAS**, on or about March 13, 2025 the Governing Board approved the First Amendment to the Master Agreement in the amount of \$64,560.00 for additional Environmental Consulting Services; and

**WHEREAS**, the Parties identified the need for Environmental Consulting Services to fulfill the requirements of the California Environmental Quality Act on the Beyer Community Resource Center Project; and

**WHEREAS**, the District and Consultant now desire to amend the Agreement to explicitly memorialize revisions to the mutually agreed-upon scope of work and fee for Consultant.

### **AGREEMENT**

**NOW, THEREFORE**, in good and valuable consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

I. Amendment Terms.

The Agreement is hereby amended as follows:

A. Scope of Project Component Assigned. The Parties have agreed that the scope of work for the professional on-site services for the assigned component(s) of the Project shall be amended to include:

Mitigation assistance to purchase mitigation credits due to the removal of Diegan Coastal Sage Scrub habitat and potential impacts to California gnatcatchers (as a result of vegetation removal), and preparation of a memorandum indicating the potential for occurrence of the Crotch Bumble Bee.

B. Compensation. The Consultant's compensation for the additional scope of work set forth in this Amendment shall be a not-to-exceed fee of **\$6,100.00**, bringing the total of the Master Agreement to **\$270,660.00**.

C. This Second Amendment shall only be effective upon the execution by both the District and Consultant.

D. This Second Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

E. This Second Amendment shall affect only the items specifically set forth herein, and all other terms and conditions of the original Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have, by their duly authorized representatives, executed this Second Amendment to the Agreement for Consultant Services, as of the month, day, and year first above written.

**SAN YSIDRO SCHOOL DISTRICT**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: Marilyn Adrianzen

Title: Chief Business Official

Date: 5-15-25

By:  \_\_\_\_\_

Name: Dwayne Mears

Title: Principal

Board approved:

**Work Authorization (WA) Form  
San Ysidro School District  
Beyer Community Resource Center**

<b>Firm</b>	<b>Placeworks</b>	<b>WA#</b>	03
<b>Attn</b>	Dwayne Mears	<b>Contract #</b>	2309-05
<b>Requestor</b>	Jose F. Iniguez, Ed.D.	<b>Date</b>	May 22, 2025
<b>Due By</b>	May 23, 2025	<b>Deliverables (Y/N)</b>	Y

**TASKS/DELIVERABLES**

<b>Tasks Required/Deliverables</b>	<b>Due Dates</b>
<p><b>Task 1:</b> Assist the District with agency coordination to purchase mitigation credits due to the removal of Diegan Coastal Sage Scrub habitat and potential impacts to California gnatcatchers (as a result of vegetation removal). Research appropriate mitigation banks that have credits available, and coordinate with the City of San Diego Planning Department and mitigation banking coordinator to assist the District in securing the appropriate credits for the proposed project.</p> <p><b>Task 2:</b> Prepare Crotch Bumble Bee Potential for Occurrence Memorandum.</p> <p>Deliverables: Potential for Occurrence Memorandum</p>	<p><b>Start:</b> May 23, 2025</p> <p><b>Deliverables Due:</b> June 20, 2025</p>

**Cost/Payment Schedule**

<b>Task(s)</b>	<b>Authorized Cost(s)</b>
Task 1: (see above)	\$5,000.00
Task 2: (see above)	\$1,100.00

**TOTAL MAXIMUM AUTHORIZED COST    \$6,100.00**

**Request Details**

As per proposal dated April 21, 2025 attached and incorporated herewith.

By signing below, Parties have verified that there is sufficient capacity remaining in the Master Agreement # 2309-05 for Environmental consulting services.

The work authorized herewith may be completed and paid for beyond the Master Agreement expiration date. The terms and conditions of the Master Agreement remain in full force and effect until the work authorized herewith is completed to the satisfaction of the District.

**Consultant:**

Agreement to Perform by:  (signature)

Date: 5-15-25

Print Name: Dwayne Mears Title: Principal

**District:**

Authorized to Proceed by: \_\_\_\_\_ (signature)

Date: \_\_\_\_\_

Print Name: Marilyn Adrianzen Title: CBO

Board approved: \_\_\_\_\_

SAN YSIDRO SCHOOL DISTRICT  
**GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** May 22, 2025

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

**FROM:**  
Marilyn Adrianzen,  
Chief Business Official

☐ Informational  
☒ Action

**AGENDA ITEM:** AGREEMENT WITH FRANTZ LAW GROUP

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**BACKGROUND INFORMATION:**

The District enters into an agreement with Frantz Law Group, APLC, to provide legal services in connection with pursuing claims in any forum for damages associated with the PowerSchool Data Breach Litigation.

**RECOMMENDATION:**

Approve the legal services agreement with Frantz Law Group for the purpose of PowerSchool Data Breach Litigation.

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**LCAP GOAL AND ACTION/SERVICE (please indicate):**

☐ Renewal    ☒ New    ☐ Amendment    ☐ Ratify    ☐ Other

Financial Implications?

☐ Yes    ☒ No

Are funds for this item available in the 2024-2025 Budget?

☐ Yes    ☐ No

Requisition #

See the legal services  
agreement

(Amount)

(Name of funding source and/or location)

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

## **ATTORNEY-CLIENT FEE CONTRACT**

The ATTORNEY-CLIENT FEE CONTRACT (“Agreement”) is entered into by and between San Ysidro School District (“Client” or “District”) and Frantz Law Group, APLC (“Attorneys”) (collectively, “Parties”) and encompasses the following provisions:

1.     **CONDITIONS.** This Agreement will not take effect, and Attorneys will have no obligation to provide legal services, until Client returns a signed copy of this Agreement.
2.     **AUTHORIZED REPRESENTATIVES**
  - A.     **CLIENT REPRESENTATIVES.** Client designates Dr. Gina Potter, or his/her designee, as the authorized representatives to direct Attorneys and to be the primary individual to communicate with Attorneys regarding the subject matter of Attorneys’ representation of Client under this Agreement. The designation is intended to establish a clear line of authority and to minimize potential uncertainty but not to preclude communication between Attorneys and other representatives of Client.
  - B.     **ATTORNEY REPRESENTATIVES.** James Frantz and William Shinoff, of Frantz Law Group, APLC, will be primarily responsible for the work, either performing it himself/herself or delegating it to others as may be appropriate.
3.     **SCOPE AND DUTIES.** Client hires Attorneys to provide legal services in connection with pursuing claims in any forum for damages associated with the PowerSchool Data Breach Litigation, including the preparation and filing of the District’s individual action, (“Action”). Attorneys shall provide those legal services reasonably required to represent Client and shall take reasonable steps to keep Client informed of progress and to respond to Client’s inquiries. Client shall be truthful with Attorneys, cooperate with Attorneys, and keep Attorneys informed of developments.
4.     **LEGAL SERVICES SPECIFICALLY EXCLUDED.** Unless otherwise agreed in writing by Client and Attorneys, Attorneys will not provide legal services with respect to (a) defending any legal proceeding or claim against the Client commenced by any person unless such proceeding or claim is filed against the Client in the Action or (b) proceedings before any federal or state administrative or governmental agency, department, or board. With Client’s permission, however, Attorneys may elect to appear at such administrative proceedings to protect Client’s rights.

5. FEES. Client will pay attorneys' fees of:
- A. Thirty percent (30%) of any monetary settlement or recovery that Attorneys obtain for Client. Client is not responsible for paying Attorneys any money unless monetary recovery is made by the District.
  - B. Fees shall be calculated on the basis of any settlement or recovery prior to the deduction of any expense or cost or common benefit fees; the "Gross Recovery." Contingency fee rates are not set by law but have been negotiated. If no recovery is made, no fees will be charged.
  - C. The term "Gross Recovery" shall include, without limitation, the then present value of any monetary payments agreed or ordered to be made by the adverse parties or their insurance carriers as a result of the Services, whether by settlement, arbitration award, court judgment (after all appeals exhausted), or otherwise. Any statutory Attorneys' fee paid by Defendants shall be included in calculating the Gross Recovery, however, any such award of Attorneys' fees shall be proportionately applied as a credit against Client's obligation to pay its portion of the contingency fee amount and shall not be retained by the Attorneys as a separate payment in addition to the contingency fee.
    - (1) "Gross Recovery," if by settlement, also includes (1) the then-present value of any monetary payments to be made to the District; and (2) any Attorneys' fees and costs recovered by the District as part of any cause of action that provides a basis for such an award. "Recovery" may come from any source, including, but not limited to, the adverse parties to the District and/or their insurance carriers and/or any third party, whether or not a party to formal litigation. The contingent fee is calculated by multiplying the recovery by the fee percentage. This calculation is performed on the gross recovery amount before the deduction of expenses as discussed above.

Gross Recovery, except in the case of a settlement, does not contemplate nor include any amount or value for injunctive relief or for the value of an abatement remedy which may be obtained in a final arbitration award or court judgment.
    - (2) The District shall not be obligated to pay the Attorneys unless Attorneys are successful in collecting a monetary recovery on the District's behalf as a result of the Services.
    - (3) The District shall not be obligated to pay the Attorneys if they are involuntarily required to dismiss the case.

- (4) If, by judgment, or settlement, the District is awarded in the form of property or services (In Kind), the value of such property and services shall not be included for purposes of calculating the Gross Recovery.
- (5) If, by judgment, or settlement, there is *no* money recovery and the District receives In Kind relief, Attorneys acknowledge that the District is not obligated to pay Attorneys' fees from public funds for the value of the In-Kind relief. In the event of In-Kind relief, by judgment, Attorneys' sole source of recovery of contingent fees will come from a common fund or court ordered Attorneys' fees.
- (6) The District agrees the Action Defendants shall pay all Attorneys' fees in a settlement that includes nonmonetary value. Client understands that Attorneys have and will invest resources into prosecuting this action on behalf of the Client and agrees to make a good faith effort to include Attorneys' Fees as part of the terms of any settlement or resolution of the Action.

D. It is possible that payment to the Client by the adverse parties to the Action or their insurance carrier(s) or any third-party may be deferred, as in the case of an annuity, a structured settlement, or periodic payments. In such event, gross recovery will consist of the initial lump sum payment plus the present value (as of the time of the settlement) of the total of all payments to be received thereafter. The contingent fee is calculated, as described above, by multiplying the gross recovery by the fee percentage. The Attorneys' fees will be paid out of the initial lump-sum payment if there are sufficient funds to satisfy the Attorneys' fee. If there are insufficient funds to pay the Attorneys' fees in full from the initial lump sum payment, the balance owed to Attorneys will be paid from subsequent payments to Client before there is any distribution to Client.

- (1) Reasonable Fee if Contingent Fee is Unenforceable or if Attorney is Discharged Before Any Recovery. In the event that the contingent fee portion of this agreement is determined to be unenforceable for any reason or the Attorneys are prevented from representing Client on a contingent fee basis, Client agrees to pay a reasonable fee for the services rendered. If no recovery is made by the District in the Action, no fees will be charged or paid by the District. If the parties are unable to agree on a reasonable fee for the services rendered, Attorneys and Client agree that the fee will be determined by arbitration proceedings before a mutually agreed upon neutral affiliated with Signature Resolution; in any event, Attorney and Client agree that the fee



determined by arbitration shall not exceed thirty percent (30%) of the gross recovery as defined in paragraph 5.

- (2) No General Fund Payments. Notwithstanding any other provision in this Agreement, in no event will the Client be required to pay legal fees out of any fund other than the monies recovered by District from Defendants in this Action. Under no circumstances shall District general funds be obligated to satisfy the contingent Attorneys' fees as a result of this case or this contingency fee contract.

6. COSTS AND EXPENSES. In addition to paying legal fees, Client shall reimburse Attorneys for all "costs/expenses", which includes but is not limited to the following: process servers' fees, fees fixed by law or assessed by courts or other agencies, court reporters' fees, long distance telephone calls, messenger and other delivery fees, parking, investigation expenses, consultants' fees, expert witness fees, and other similar items, incurred by Attorneys. Other costs and expenses include case management computer services, Document Management Services, case administration/accounting fees and costs, outside attorney services and other similar items. ATTORNEYS may find it necessary and/or in the CLIENT(S)' best interests to obtain the services of legal, clerical, and/or other personnel who are not ATTORNEYS regular employees, but outside independent contractors. The Action related costs/expenses incurred that Attorneys advance will be owed in addition to attorneys' fees and Client will reimburse those costs/expenses after Attorneys' fees have been deducted. If there is no recovery, Client will not be required to reimburse Attorneys for costs and fees. In the event a recovery is less than incurred costs/expenses, Client will not be required to reimburse Attorneys for costs/expenses, above and beyond the recovery, and fees; and considering fee limitations provided in Paragraph 5, above.

- A. SHARED EXPENSES: Client understands that Attorneys may incur certain expenses that jointly benefit multiple clients, including, for example, expenses for travel, experts, and copying. Client agrees that Attorneys shall divide such expenses equally, or pro rata, among such clients, and deduct Client's portion of those expenses from Client's share of any recovery.

- B. FEDERAL MDL COMMON BENEFIT FEES: Various Attorneys, including Frantz Law Group, frequently serve on plaintiffs' steering or executive committees in Multi-District Litigations (MDLs) and/or state court coordinated proceedings and perform work which benefits Attorneys' clients as well as clients of other attorneys involved in the same litigation. As a result, the court or courts where the cases are pending may order that Attorneys are to receive additional compensation for Attorneys time and effort which has benefitted all

claimants. Compensation for this work and effort, which is known as “common benefit fees,” may be awarded to Attorneys by a court or courts directly from the assessments paid by the District and others who have filed claims in this litigation.

7. LIEN. In the event any third-party attempts to lien any proceeds recovered from a recovery in this matter, Client hereby grants, and agrees, TO THE EXTENT PERMITTED BY APPLICABLE LAW, that Attorneys hold, a first priority and superior lien on any and all proceeds recovered from Defendants in this litigation in the amount of the Attorneys’ fees and costs that the Attorneys are entitled to under this Agreement. This lien right is limited to only those monies recovered from Defendants and in no way affects any other rights of the Client in any way whatsoever.
8. DISCHARGE AND WITHDRAWAL.
  - A. Client may discharge Attorneys at any time. After receiving notice of discharge, Attorneys shall stop services on the date and to the extent specified by the notice of discharge, and deliver to Client all evidence, files and attorney work product for the Action. This includes any computerized indices, programs and document retrieval systems created or used for the Action.
  - B. Attorneys may withdraw with Client’s consent or for good cause. Good Cause includes Client’s breach of this Agreement, Client’s refusal to cooperate with Attorneys, or any other fact or circumstance that would render Attorneys continuing representation unlawful or unethical. Attorneys may also discharge Client if Client at any time is dishonest with Attorneys or fails to provide relevant information to Attorneys.
9. ARBITRATION OF DISPUTES: ATTORNEY and CLIENT agree that should any Dispute arise between them, it must be mediated first, before any claims are filed. Specifically any and all disputes, controversies or claims arising out of, or related to this Agreement and/or ATTORNEY’S representation of CLIENT, including claims of malpractice (collectively referred to herein as “Dispute” or “Disputes”), shall be submitted to mediation at the offices of Signature Resolution at the location closest to the Client or at another mutually acceptable location before a retired judge or other mediator, agreed to between the parties and, if the parties cannot agree, before a retired judge selected by Signature Resolution. No petition for arbitration can be filed until after this agreed-upon mediation has occurred, and any petition for arbitration (or litigation) filed prior to conclusion of this mediation shall be subject to dismissal, pursuant to this Agreement. Client will pay one-half of the actual cost of the mediation, Attorneys will pay the other half but each party will be responsible for his or her own attorneys’ fees and preparation costs. The parties agree that any Dispute, whether submitted to mediation or not, will not be litigated in court. Rather, any Dispute, which is specifically defined above to

include claims of malpractice, will be submitted to mandatory binding arbitration before Signature Resolution. By signing this Agreement, CLIENT and ATTORNEY agree to arbitration and waive the right to a court or jury trial and the right to appeal. Any Disputes shall be decided in at the Signature Resolution location closest to the Client or at such other mutually acceptable location, applying California law.

10. **AUTHORITY OF ATTORNEY.** Attorneys may, with prior Client approval, associate co-counsel if the Attorneys believe it advisable or necessary for the proper handling of Client's claim, and expressly authorize the Attorneys to divide any Attorneys' fees that may eventually be earned with co-counsel so associated for the handling of Client's claim. Attorneys understand that the amount of Attorneys' fees which Client pays will not be increased by the work of co-counsel associated to assist with the handling of Client's claim, and that such associated co-counsel will be paid by the Attorneys out of the Attorneys' fees Client pays to the Attorneys.
11. **DISCLAIMER OF GUARANTEE.** Nothing in this Agreement and nothing in Attorneys' statements to Client will be construed as a promise or guarantee about the outcome of Client's matter. Attorneys make no such promises or guarantees. Attorneys' comments about the outcome of Client's matter are expressions of opinion only.
12. **MULTIPLE REPRESENTATIONS:** The District understands that Attorneys do or may represent many other individuals/entities with actual or potential litigation claims. Attorneys' representation of multiple claimants at the same time may create certain actual or potential conflicts of interest in that the interests and objectives of each client individually on certain issues are, or may become, inconsistent with the interests and objectives of the other. Attorneys are governed by specific rules and regulations relating to Attorneys professional responsibility in Attorneys representation of clients, and especially where conflicts of interest may arise from Attorneys representation of multiple clients against the same or similar Defendants, Attorneys are required to advise Attorneys' clients of any actual or potential conflicts of interest and obtain their informed written consent to Attorneys representation when actual, present, or potential conflicts of interest exist. By signing this agreement, The District is acknowledging that they have been advised of the potential conflicts of interest which may be or are associated with Attorneys representation of The District and other multiple claimants and that The District nevertheless wants the Attorneys to represent The District, and that The District consents to Attorneys representation of others in connection with the litigation. Attorneys strongly advise The District, however, that The District remains completely free to seek other legal advice at any time even after The District signs this agreement.
13. **AGGREGATE SETTLEMENTS:** Often times in cases where Attorneys represent multiple clients in similar litigation, the opposing parties or

Defendants attempt to settle or otherwise resolve Attorneys' cases in a group or groups, by making a single settlement offer to settle a number of cases simultaneously. There exists a potential conflict of interest whenever a lawyer represents multiple clients in a settlement of this type because it necessitates choices concerning the allocation of limited settlement amounts among the multiple clients. However, a group settlement can be accomplished and a single offer can be fairly distributed among the clients by utilizing a neutral to assign settlement amounts based upon the strengths and weaknesses of each case, the relative nature, severity and extent of injuries, and individual case evaluations. In the event of a group or aggregate settlement proposal, Attorneys may implement a settlement program, overseen by a referee or special master, who may be appointed by a court, designed to ensure consistency and fairness for all claimants, and which will assign various settlement values and amounts to each client's case depending upon the facts and circumstances of each individual case. The District authorizes us to enter into and engage in group settlement discussions and agreements which may include The District's individual claims. Although The District authorizes us to engage in such group settlement discussions and agreements, The District will still retain the right to approve, and Attorneys are required to obtain The District's approval of, any settlement of The District's case.

14. **EFFECTIVE DATE AND TERM.** This Agreement will take effect upon execution by District and Attorneys.
15. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one and the same instrument. Facsimile or pdf versions of this Agreement shall have the same force and effect as signature of the original.

The above is approved and agreed upon by all parties.

**[SIGNATURE PAGE FOLLOWS]**

Dated: April 18, 2025



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William Shinoff  
Frantz Law Group, APLC

Dated: \_\_\_\_\_

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Dr. Gina Potter  
Superintendent  
San Ysidro School District

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