San Ysidro School District
Governing Board

BOARD MEETING MATERIALS

Thursday,
September 12, 2024
5:00 p.m.

Vista Del Mar Middle School
Auditorium
4885 Del Sol Blvd
San Diego, CA 92154

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, AUGUST 8, 2024
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, August 8, 2024, and conducted its business meeting at **San Ysidro School District - Education Center/Board Room, 4350 Otay Mesa 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 will begin immediately following closed session at approximately 6:00 p.m.

MINUTES

1. CALL TO ORDER Who: I. Lopez Time: 5:40 p.m.

2. ROLL CALL by Gina A. Potter, Ed.D., Superintendent & Secretary to the Board
Board Members present:
Mrs. Irene Lopez, Board President
Mrs. Zenaida Rosario, Board Vice-President
Mr. Antonio Martinez, Board Clerk
Mr. Rudy Lopez, Board Member
Mrs. Rosaleah Pallasigue, Board Member - Absent - Out of Town

3. AGENDA
The Board approved the agenda with the following corrections:
- Pulled Consent Calendar Agenda Item 12B.9 - Preschool Permit Teacher - Revised Job Description

Motion: Martinez Second: I. 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.

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

5. GOVERNING BOARD – RECESS to CLOSED SESSION at 5:43 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 Manuel Bojorquez
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 6:41 p.m.to take action on items discussed in closed session, or to make disclosures of action taken in closed session, if any, as required by Government Code section 54957.7 and section 54957.1.

Joseph Sanchez, Legal Counsel, on behalf of the Board, took the following action in Closed Session:
- Item 5.3: On a Motion of Trustee Rudy Lopez and seconded by Trustee Martinez, the Board voted unanimously (4-0) to reject the government tort claim of John Doe F.E.
- Item 5.3: On a Motion of Trustee Rudy Lopez and seconded by Trustee Martinez, the Board voted unanimously (4-0) to reject the government tort claim of John Doe E.A.

6. CALL TO ORDER Who: I. Lopez Time: 6:41 p.m.

7. ROLL CALL by Gina A. Potter, Ed.D., Superintendent & Secretary to the Board
Board Members present:
Mrs. Irene Lopez, Board President
Mrs. Zenaida Rosario, Board Vice-President
Mr. Antonio Martinez, Board Clerk
Mr. Rudy Lopez, Board Member
Mrs. Rosaleah Pallasigue, Board Member - Absent - Out of Town

8. FLAG SALUTE by Board President Irene Lopez

9. 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.

Roxane Palestino, Community Member & Parent, Commented: 1) Shared concerns and remarks regarding the Conflict of Interest Code.

Roxane Palestino, Community Member & Parent, Commented: 1) Shared concerns regarding the Eighth Amendment to the Superintendent's Agreement.

Kenia Peraza, Community Member & Parent, Commented: 1) Announced she was running for the board. 2) Shared remarks about LCAP Goal #1 - Student Achievement.

Kenia Peraza, Community Member & Parent, Commented: 1) Expressed special education concerns.

Summer Girgis, Community Member, Commented: 1) Commented on the Community Advisory Council.

Angelica Martinez, Community Member, Commented: 1) Shared remarks on behalf of Kenia Peraza.

10. ITEMS FROM THE BOARD & SUPERINTENDENT

Board Clerk Martinez, Commented: 1) Praised the Superintendent Potter and the Welcome Back Staff Event committee for planning and coordinating the event. 2) Thanked California Secretary of State, Dr. Shirley Weber, for being the keynote speaker at the event. 3) Thanked Coordinator of Pupil Services, Veronica Medina, and everyone else who planned and coordinated the 9th Annual Families First Resource Fair, which offered free backpacks, and school supplies and provided resources from community partners. 4) Shared remarks about the upcoming construction projects.

Board Vice President Rosario, Commented: 1) Shared remarks about the Welcome Back Staff Event. 2) Thanked California Secretary of State, Dr. Shirley Weber, for being the keynote speaker at the event and sharing her experience of what she went through. 3) Mentioned the importance of having leadership stability in the district and praised Superintendent Potter for her leadership. 4) Visited several schools on the first day of school with Superintendent Potter and Board President Irene Lopez. 5) Attended the California Latino School Boards Association Unity conference and advocated the great things we are doing in San Ysidro. Shared that the theme of the conference was gratitude and love. 6) Mentioned the importance of continuing to follow the Multilingual plan.

Board Member Rudy Lopez, Commented: 1) Attended the California Latino School Boards Association Unity conference. Mentioned that some districts at this conference attended the Community Schools Grant training and shared that our district is already implementing the grant. Thanked Coordinator of Student Services, Veronica Medina, for taking the lead.

Board President Irene Lopez, Commented: 1) Welcomed everyone back to the 2024-2025 school year. 2) Expressed concerns regarding bicycle lanes being constructed. 3) Shared remarks about Casa Familiar's La Semilla project. 4) Shared remarks about the Welcome Back Staff Event. 5) Thanked California Secretary of State, Dr. Shirley Weber, for being the keynote speaker at the event and sharing her experience of what she and her went through. Thanked the committee for planning and coordinating the event. 6) Thanked the Coordinator of Pupil Services, Veronica Medina, and everyone else who planned and coordinated the 9th Annual Families First Resource Fair and provided resources from community partners.

Superintendent Potter, Commented: 1) Welcomed everyone back to the 2024-2025 school year. 2) Welcomed 650 staff during the Welcome Back Staff Event. Thanked the Welcome Back Staff Event committee, IT department, MOTF department and Business department for their help. Thanked San Ysidro Middle School Teacher Eriberto "Eddie" Garcia for being the event photographer. 3) Thanked California Secretary of State, Dr. Shirley Weber, for being the keynote speaker at the event. Mentioned working collaboratively with Dr. Weber for approximately twenty years and advocating for education. Thanked Dr. Weber for sharing her personal story. 4) Thanked all the staff for making the first day of school memorable for our 4,500 students. 5) Thanked the Coordinator of Pupil Services, Veronica Medina, and everyone else who planned and coordinated the 9th Annual Families First Resource Fair. 6) Thanked Assistant Superintendent Dr. Iniguez and MOTF for Sunset's new grass field. 7) Mentioned that Back to School Night events for each school are calendared. 8) Thanked la familia de San Ysidro familia and offered gratitude and love.

11. GENERAL ADMINISTRATION

11.1 MINUTES (Potter)
The Board approved the minutes of the Regular Board Meeting of July 11, 2024.

Motion: Martinez Second: Rosario Vote: 4-0

11.2 ADOPT RESOLUTION NO. 24/25-0011 AMENDING THE DISTRICT'S CONFLICT OF INTEREST CODE (Potter)
The Board approved adopted Resolution No. 24/25-0011 amending the Conflict of Interest Code of San Ysidro School District and directing that such amendment be submitted to the San Diego County Board of Supervisors as the District's code-reviewing body (Gov. Code § 82011) requesting approval of the amendment as required under Government Code section 87303.

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

11.3 ANNUAL FINANCIAL AUDIT REPORT FOR GENERAL OBLIGATION BOND MEASURE T FOR FISCAL YEAR 2022-23 (Adrianzen)
The Board approved the 2022-23 Annual Financial Audit Report for General Obligation Bond Measure T.

Motion: Martinez Second: Rosario Vote: 4-0

11.4 ANNUAL FINANCIAL AUDIT REPORT FOR GENERAL OBLIGATION BOND MEASURE U FOR FISCAL YEAR 2022-23 (Adrianzen)
The Board approved the 2022-23 Annual Financial Audit Report for General Obligation Bond Measure U.

Motion: Martinez Second: Rosario Vote: 4-0

11.5 EIGHTH AMENDMENT TO EMPLOYMENT AGREEMENT WITH SUPERINTENDENT (I. Lopez)
The Board took action on the eighth amendment to the Superintendent's employment agreement. The Superintendent's end date of the Agreement shall be extended to June 30, 2028.
The Superintendent's annual base salary shall be increased by 4% to $231,417.34, retroactive to January 1, 2024. The Superintendent's annual base salary shall be increased by 2% to $236,045.68 effective January 1, 2025.

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

12. CONSENT CALENDAR
The Board approved the Consent Calendar.

Motion: Martinez Second: Rosario Vote: 4-0

12A. PERSONNEL – CLASSIFIED

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

12A.1 Bus Driver
a. Marcela Mora Robles, Transportation

12A.2 Child Nutrition Specialist
a. Erendira Ontiveros, Smythe

12A.3 **C**ustodian
a. Miguel Leyva, Smythe
b. Lars Quintero Carrillo, La Mirada

12A.4 Campus Security
a. Christian Dircio, San Ysidro Middle

12A.5 Instructional Health Care Assistants
a. Lorenzo Buenrostro Jr., Smythe
b. Jocelyne Gonzalez, Sunset
c. Yvette Ramirez, Smythe

12A.6 Substitute Campus Aide
a. Samanta Gonzalez Herrejon, All Sites

12A.7 Substitute Custodians
a. Christian Cruz, All Sites

12A.8 Substitute Instructional Aide
a. Sandra Osuna, All Sites

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

12A.9 Child Nutrition Specialist
a. Alejandra Ianni, Willow

12A.10 Custodian
a. Julio Aranda, La Mirada

12A.11 Instructional Aide
a. Dulce Chin, Child Development Center

RECRUITMENT (Bojorquez)
The Board approved/ratified to establish recruitment for the following as recommended by staff:
12A.12 Bus Aide

12B. PERSONNEL – CERTIFICATED

EMPLOYMENT (Bojorquez)
The Board approved/ratified the employment for the following as recommended by staff:
12B.1 Classroom Teacher K-8 (Math)
a. Cynthia Pena, San Ysidro Middle
12B.2 Special Day Class Teachers
a. Michelle Mendoza, Willow
b. Lauren Niemiec, Child Development Center
12B.3 Substitute Preschool Permit Teacher
a. Chastity Armenta, Child Development Center
b. Silvia Lopez, Child Development Center
c. Laura Rangel, Child Development Center

RESIGNATION (Bojorquez)
The Board approved/ratified the resignation for the following as recommended by staff:
12B.4 Resource Permit Teacher
a. Lenika Flores, Child Development Center
12B.5 Special Day Class Teacher
a. Monica Medina, Willow
12B.6 Temporary Behavior Specialist
a. Marianna Rochin, Special Education

RECRUITMENT (Bojorquez)
The Board approved/ratified to establish recruitment for the following as recommended by staff:
12B.7 Classroom Teacher (TK)
12B.8 Classroom Teachers K-6

~~**APPROVE REVISED JOB DESCRIPTIONS** (Bojorquez)~~
~~Approve/Ratify the revised job descriptions for the following as recommended by staff:~~
~~**12B.9** Preschool Permit Teacher~~ ***PULLED***

12C. CURRICULUM & INSTRUCTION

12C.1 APPROVAL OF SAN YSIDRO SCHOOL DISTRICT INSTRUCTIONAL MATERIALS LIST FOR THE 2024-2025 SCHOOL YEAR (Little)
The Board approved the San Ysidro School District Instructional Materials/Textbook List for the 2024-2025 school year.

12C.2 SERVICES FROM EDUPOINT EDUCATIONAL SYSTEMS, LLC (Little)
The Board approved the services from Edupoint Educational Systems, LLC for Educational Services at the total cost of $1,500.00 from the General fund.

12C.3 PROFESSIONAL DEVELOPMENTS (Little)
The Board approved/ratified the attendance and participation of District staff to the different professional developments as attached.

12D. BUSINESS

12D.1 PURCHASING REPORT (Adrianzen)
The Board approved/ratified the purchase orders incurred by the District during the month of July 2024.

12D.2 EXPENDITURE REPORT (Adrianzen)
The Board approved/ratified the expenditures incurred by the District during the month of July 2024.

12D.3 ACCEPTANCE OF DONATIONS (Adrianzen)
The Board accepted donations and grants valued at $100.00 to help support and enrich our educational programs.

12D.4 APPROVE/RATIFY AGREEMENTS WITHIN DELEGATION OF AUTHORITY LIMITS (Adrianzen)
The Board approved/ratified the agreements on the attached list with cost implications 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.

12D.5 APPROVAL OF CONSTRUCTION CONTRACTS AUTHORIZED/AWARDED PURSUANT TO THE CUPCCAA PROCESS (Iniguez)
The Board approved the CUPCCAA construction contracts set forth above for the total amount of $108,000.00 from General and Maintenance funding sources.

12D.6 CUPCCAA AGREEMENT WITH KONE (Iniguez)
The Board approved/ratified the agreement for Kone to elevator repair services at Willow School for a cost of $16,826.71 from the Routine Restricted Maintenance Account fund.

12D.7 AMENDMENT NO. 4 TO THE COLBI TECHNOLOGIES, INC. ACCOUNT-ABILITY SM SERVICES AGREEMENT (Iniguez)
The Board approved/ratified Amendment No. 4 to the Master Agreement for COLBI Technologies, Inc. in the amount of $35,000.00 for the software licenses for Account-Ability SM and ColbiDocs SM for 2024-2025 and remove the Facilities Assistance Services Team (FAST) from this agreement.

12D.8 CHANGE ORDER TO "PIGGYBACK" PURCHASING AGREEMENT WITH AMERICAN MODULAR SYSTEMS (Iniguez)
The Board approved Change Order No. 1 for American Modular Systems, to provide additional lighting and security upgrades for the "2024 New Relocatables Project" at Ocean View Hills School in the amount of $3,863.08 for a total contract amount of $238,623.08. Cost implications will be paid from Developer Fees.

12D.9 CHANGE ORDER NO.1 TO AGREEMENT WITH DE LA FUENTE CONSTRUCTION, INC. (Iniguez)
The Board approved Prime Contract Change Order No. 1 for De La Fuente Construction, Inc. for additional asphalt and landscape construction for the Playgrounds Projects at La Mirada and Smythe Elementary Schools in the amount of $77,675.73 and a new total contract amount of $2,457,824.58. Cost implications will be paid from General Obligation Bonds.

12D.10 CHANGE ORDER NO. 1 TO AGREEMENT WITH GQ BUILDERS, INC. (Iniguez)
The Board approved Change Order No. 1 in the amount of $37,726.94 for GQ Builders, Inc. to finish the Ocean View Hills School Enrollment Growth Summer Projects. This Change Order #1 will bring the total amount of the Agreement to $652,726.94. Cost implications for this change order will be paid from Developer Fees.

12D.11 CHANGE ORDER(S) TO "CMAS" PURCHASING AGREEMENT WITH WALL 2 WALL COMMERCIAL FLOORCOVERINGS (Iniguez)
The Board approved Change Orders No. 1 and No. 2 for Wall 2 Wall Commercial Floorcoverings CMAS Contract to provide playground surface upgrades, additional painted soccer field lines, and a one-year maintenance plan for the Field Replacement Project at the Sunset Elementary School in the amount of $27,000.00. Costs implications will be paid from the General Obligation Bonds.

12D.12 AMENDMENT NO. 1 TO THE TWINING CONSULTING, INC. AGREEMENT FOR WILLOW SCHOOL SECURITY FENCE PROJECT (Iniguez)
The Board approved Amendment No. 1 to the Twining Consulting, Inc. Agreement to provide geotechnical engineering services for the Willow Elementary School Security Fence Project for $16,550.00. Cost implications will be paid from General Obligation Bonds.

12D.13 DESIGN-BUILD AGREEMENT WITH BARNHART-REESE CONSTRUCTION, INC. FOR THE COMMUNITY RESOURCE CENTER AT THE BEYER SITE PROJECT (Iniguez)
The Board approved the Design-Build Agreement with Barnhart-Reese Construction, Inc. for $18,304,611.00 based on the RFQ/P# 2425-01 for the construction and design services for the "Community Resource Center at the Beyer Site Project". Cost implications will be paid from the General Obligation Bond Measures T & U.

12D.14 DESIGN-BUILD AGREEMENT WITH CORE WEST, INC. FOR THE SAN YSIDRO MIDDLE SCHOOL REVITALIZATION PROJECT (Iniguez)
The Board approved the Design-Build Agreement of $38,555,532.00 with Core West, Inc. based on the RFQ/P# 2425-01 for the construction and design services for the "San Ysidro Middle School Revitalization Project". Cost implications will be paid from the General Obligation Bond Measures T & U.

12D.15 AGREEMENT WITH IDS GROUP (Iniguez)
The Board approved the agreement with IDS Group for Boundary and Topographic Surveying Services
in the amount of $31,690.00 for the Campus Consolidation Project of La Mirada Elementary School and Child Development Center. Cost implications will be paid from the General Obligation Bonds.

12D.16 AGREEMENT WITH SWS ENGINEERING, INC. FOR SAN YSIDRO MIDDLE SCHOOL REVITALIZATION PROJECT (Iniguez)
The Board approved the agreement with SWS Engineering, Inc. to provide Boundary and Topographic Surveying Services for the San Ysidro Middle School Revitalization Project in the amount of $48,700.00. Cost implications will be paid from General Obligation Bonds.

12D.17 AGREEMENT WITH SWS ENGINEERING, INC. FOR COMMUNITY RESOURCE CENTER AT BEYER SITE (Iniguez)
The Board approved the agreement with SWS Engineering, Inc. to provide Boundary and Topographic Surveying Services at the Community Resource Center at Beyer Site for $6,500.00. Cost implications will be paid from the General Obligation Bonds.

12D.18 EXTENSION OF THE MEMORANDUM OF AGREEMENT WITH SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS FOR THE ESSER III SUMMER GRANT PROGRAM (Little)
Information Only.

12D.19 AGREEMENT WITH RO HEALTH, LLC (Little)
The Board approved the agreement with Ro Health, LCC to provide a temporary Licensed Vocational Nurse on an "as needed" basis during school year 2024-2025 at a rate of $58.80 per hour from the General fund and/or Special Education Budget.

12D.20 AGREEMENT WITH NWEA (Little)
The Board approved the agreement with NWEA to continue with the MAP Reading Fluency Program at our elementary schools at the total cost of $36,400.00 from the Title I fund.

12D.21 AGREEMENT WITH SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS FOR PARTICIPATION IN PROJECT CLEAR (Little)
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 2024-25 school year.

12D.22 AGREEMENT WITH SAN DIEGO STATE UNIVERSITY RESEARCH FOUNDATION FOR THE NATIONAL CENTER FOR URBAN SCHOOL TRANSFORMATION (A-PLUS) PROGRAM (Little)
The Board approved/ratified the agreement with San Diego State University Research Foundation for the National Center for Urban School Transformation (A-PLUS) Program to provide professional development services to instructional leaders during 2024-25 school year at an estimated cost of $150,000.00 from the Title II Restricted fund.

12D.23 SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT INTERIM WRITTEN APPROVAL WITH THE INSTITUTE FOR EFFECTIVE EDUCATION - MISSION VALLEY ACADEMY (Little/Madera)
The Board approved/ratified the San Diego County Nonpublic Master Contract Interim Written Approval with The Institute for Effective Education for the school year 2024-2025 2024 to provide individualized education for students with exceptional needs. Cost implications estimated at $174,812.40 will be paid from the Special Education Fund.

12D.24 SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT INTERIM WRITTEN APPROVAL WITH THE INSTITUTE FOR EFFECTIVE EDUCATION – CHILDREN'S WORKSHOP (Little/Madera)
The Board approved/ratified the San Diego County Nonpublic Master Contract Interim Written Approval with The Institute for Effective Education for the school year 2024-2025 to provide individualized education for students with exceptional needs. Cost implications estimated at $326,592 will be paid from the Special Education Fund.

12D.25 SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT INTERIM WRITTEN APPROVAL WITH STEIN EDUCATION CENTER (Little/Madera)
The Board approved/ratified the San Diego County Nonpublic Master Contract Interim Written Approval with Stein Education Center for the school year 2024-2025 to provide individualized education for students with exceptional needs. Cost implications of $99,243.00 will be paid from the Special Education Fund.

12D.26 AGREEMENT WITH CONNECT4KIDS PSYCHOLOGICAL SERVICES (Little/Madera)
The Board approved/ratified the increase in cost implication with Connect4Kids Psychological Services for the 2024-2025 school year to provide independent evaluations for a student with special needs. Cost implication will be paid from the Special Education fund.

12D.27 AGREEMENT WITH MICHAEL FERGUSON M.A., CCC-SLP (Little/Madera)
The Board approved the agreement with Michael Ferguson, M.A. CCC-SLP to provide speech services to students per their Individualized Education Program (IEP) for the 2024-2025 school year. Cost implications will be paid from the Special Education.

12D.28 AGREEMENT WITH ALLIANCE FOR AFRICAN ASSISTANCE (Little/Madera)
The Board approved the agreement with Alliance for African Assistance for the 2024- 2025 school year to provide interpretation/ translation in different languages and translation of special education records into different languages. The cost implications will be paid from the General fund and/or Special Education Budget.

12D.29 AGREEMENT WITH TANYA KELLER M.S. CCC-SLP ED.S/SD AAC (Little/Madera)
The Board approved the agreement with Tanya Keller, M.S. CCC-SLP Ed.S/SD AAC for school year 2024-2025 at a rate up to $155.00 per hour from the Special Education Fund.

12D.30 MEMORANDUM OF UNDERSTANDING WITH THE PARENT INSTITUTE FOR QUALITY EDUCATION (PIQE) (Little)
The Board approved the Memorandum of Understanding with the Parent Institute for Quality Education (PIQE) for services at all schools during the 2024-25 school year at the total cost of $87,000.00 from the Title I fund.

12D.31 AGREEMENT WITH CAMPBELLSVILLE UNIVERSITY (Bojorquez)
The Board approved the agreement with Campbellsville University for educational fieldwork experiences in school counseling during 2024-25.

12D.32 AGREEMENTS FOR THE IMPLEMENTATION OF THE PUBLIC AGENCIES POST-EMPLOYMENT BENEFITS TRUST (Adrianzen)
The Board approved/ratified the agreements for the implementation of the Public Agencies Post-Employment Benefits Trust as described above.

12D.33 PURCHASE AGREEMENT WITH PATHWAY COMMUNICATIONS LTD (Adrianzen/Lewis)
The Board approved the purchase agreement with Pathway Communications LTD through the North County Educational Purchasing Consortium for SMART Boards and related equipment for $238,927.44 from the General Obligation Bonds.

Board Clerk Martinez motioned to adjourn the meeting, seconded by Board President Irene Lopez. The vote was 4-0.

13. ADJOURNMENT Time: 7:51 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

SPECIAL MEETING OF THE GOVERNING BOARD
THURSDAY, AUGUST 8, 2024
5:00 p.m.

Pursuant to Government Code Section 54956 and Education Code Section 35144, the Special Meeting of the Governing Board was held on Thursday, August 8, 2024, at 5:00 p.m., and conducted its business meeting at **San Ysidro School District - Education Center/Board Room, 4350 Otay Mesa 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.

MINUTES

1. CALL TO ORDER Who: I. Lopez Time: 5:03 p.m.

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

Board Members present:
Mrs. Irene Lopez, Board President
Mrs. Zenaida Rosario, Board Vice-President
Mr. Antonio Martinez, Board Clerk
Mr. Rudy Lopez, Board Member
Mrs. Rosaleah Pallasigue, Board Member - *Absent*

3. FLAG SALUTE by Board President Irene Lopez

4. AGENDA

The Board approved the agenda.

Motion: Martinez Second: Rosario Vote: 4-0

5. 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.

Board Clerk Antonio Martinez made a motion to recess to closed session, seconded by Board Vice President Zenaida Rosario. The vote was 4-0.

5. GOVERNING BOARD – RECESSED at 5:06 p.m. to CLOSED SESSION in accordance with section 54954.5 regarding:

5.1 CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
John Doe B.V. v. San Ysidro School District
Claim No. 625650

RECONVENEd into OPEN SESSION at 5:39 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 Matinez made a motion to adjourn, seconded by Boar Vice President Zenaida Rosario. The vote was 4-0.

6. ADJOURNMENT Time: 5:39 p.m.

Respectfully Submitted,

Gina A. Potter, Ed.D., Superintendent

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: September 12, 2024

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

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

☐ Informational
☒ Action

AGENDA ITEM: RESOLUTION NO. 24/25-0015- NATIONAL HISPANIC HERITAGE MONTH

BACKGROUND INFORMATION:
San Ysidro School District educators wish to recognize the Latina, Latino, and LatinX cultures, traditions, and contributions of the many students, parents, and community members participating in this district's educational programs and opportunities. The History-Social Science Framework for California Public Schools supports recognizing different ethnic groups by incorporating a multicultural perspective in the curriculum. Students learn that national history is the story of many people and one nation. Schools' leaders are urged to involve students in appropriate lessons, meaningful instructional activities, and programs this month to commemorate Latina, Latino, and LatinX heritage. The San Ysidro School District proudly recognizes and celebrates National Hispanic Heritage Month. During this time, we honor and celebrate the colorful cultures, rich histories, diversity, and contributions of the American Latino/Hispanic community.

RECOMMENDATION:
Adopt Resolution No. 24/25-0015 designating September 2024 as National Hispanic Heritage Month in the San Ysidro School District.

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

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD

RESOLUTION NO. 24/25-0015 -
DESIGNATING SEPTEMBER 2024 AS NATIONAL HERITAGE MONTH

WHEREAS, the State of California is home to more than 3,376,591 Latina, Latino, and LatinX students from kindergarten through grade twelve; and

WHEREAS, the diversity of this group includes persons who have their origins in Mexico, Central and South America, Portugal, Spain, and the Spanish-speaking Caribbean Islands; and

WHEREAS, since the inception of European contact with this continent, Latina, Latino, and LatinX have been an integral part of this nation's early exploration and California's discovery and early settlement, and

WHEREAS, the impact of the Latina, Latino, and LatinX culture is manifested in the state's customs, traditions, and laws; and

WHEREAS, Latina, Latino, and LatinX continue to make contributions to society in American government, business, agriculture, commerce, armed forces, education, the arts, science and sports, and

WHEREAS, the History-Social Science Framework for California Public Schools, Kindergarten Through Grade Twelve, states that the history curriculum of community, state, region, nation, and world must reflect the experiences of people of different racial, religious, and ethnic groups.

NOW, THEREFORE, BE IT RESOLVED that the Governing Board and Superintendent of the San Ysidro School District proclaim September 2024 as National Hispanic Heritage Month and encourage all educational communities to commemorate this occasion with appropriate instructional activities in appreciation of our society's multicultural and multiethnic diversity and the contributions made by various groups.

PASSED AND ADOPTED by the Governing Board of the San Ysidro School District, County of San Diego, State of California, this 12th day of September 2024.

_____	_____
Irene Lopez, Board President	Rudy Lopez, Board Member
_____	_____
Zenaida Rosario, Board Vice President	Rosaleah Pallasigue, Board Member
_____	_____
Antonio Martinez, Board Clerk	Gina Potter, Ed.D, Superintendent

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: September 12, 2024

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

FROM:
Educational Services
Russell Little, Assistant Superintendent

☐ Informational
☒ Action

AGENDA ITEM: ANNUAL PUBLIC HEARING REGARDING THE SUFFICIENCY OF INSTRUCTIONAL MATERIALS AND WILLIAMS SETTLEMENT LEGISLATION

BACKGROUND INFORMATION:

Assembly Bill 831, Chapter 118, Statutes of 2005, took effect July 25, 2005. AB831 modified the annual public hearing requirement in Education Code Section 60119 and modified the expenditure requirements related to Williams Settlement instructional materials funds.

Under EC Section 60119, the Governing Board of every Local Education Agency (LEA) that receives State instructional materials funds must hold an annual public hearing before the end of the eighth week from the first day pupils attend school for that year (EC Sections 60420-24). After the public hearing, the Governing Board must make a determination as to whether each pupil in each school has sufficient textbooks or instructional materials or both that are consistent with the content and cycles of the curriculum framework adopted by the State Board of Education in Mathematics, Science, History-Social Science and Reading/Language Arts.

RECOMMENDATION:

Open/Close the annual public hearing regarding the Sufficiency of Instructional Materials and Williams Settlement Legislation for the 2024-2025 fiscal 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	N/A
(Amount)	(Name of funding source and/or location)

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

San Ysidro School District EST - 1887
QUALITY EDUCATION AND OPPORTUNITY FOR ALL STUDENTS TO SUCCEED

Russell Little
Assistant Superintendent of
Educational Leadership and Pupil Services
4350 Otay Mesa Road, San Ysidro, CA 92173
(619) 428-4476 Ext. 3027
Russell.Little@sysdschools.org

August 28, 2024

Please Post

NOTICE OF PUBLIC HEARING

In compliance with Education Code, Section 60119, the Governing Board of Education of the San Ysidro School District invites you to attend a public hearing to determine by resolution whether each pupil in the District has sufficient instructional materials in each subject that are consistent with the content and cycles of the curriculum frameworks adopted by the California State Board of Education and in compliance with the Instructional Materials Funding Realignment Program (IMFRP) (Education code sections 60420-60424).
Said hearing will take place on:

DATE: September 12, 2024

TIME: 6:00 pm

PLACE: Vista Del Mar Middle School-MPR
4885 Del Sol Blvd.
San Diego, California 92154

San Ysidro School District EST - 1887
QUALITY EDUCATION AND OPPORTUNITY FOR ALL STUDENTS TO SUCCEED

Russell Little
Assistant Superintendent of
Educational Leadership and Pupil Services
4350 Otay Mesa Road, San Ysidro, CA 92173
(619) 428-4476 Ext. 3027
Russell.Little@sysdschools.org

28 de agosto, 2024

Favor de publicar

AVISO DE AUDIENCIA PÚBLICA

En cumplimiento del Código de Educación sección 60119, la Mesa Directiva de Educación del Distrito Escolar de San Ysidro les invita a una audiencia pública que determinará por medio de una resolución si todos los alumnos del distrito tienen suficientes materiales de instrucción en cada materia que sea consistente con el contenido y ciclos de la estructura curricular adoptados por la Mesa Directiva de Educación del Estado de California, en cumplimiento del Programa de Alineación y Rectificación de Materiales de Instrucción (IMFRP) (Código de educación, secciones 60424 60420).
Dicha sesión tendrá lugar en:

FECHA: 12 de septiembre de 2024

HORA: 6:00 pm

LUGAR: Escuela Intermedia Vista Del Mar-MPR
4885 Del Sol Blvd.
San Diego, California 92154

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: September 12, 2024

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

FROM:
Educational Services,
Russell Little, Assistant Superintendent

☐ Informational
☒ Action

AGENDA ITEM: RESOLUTION 24/25-0013 DETERMINING THE SUFFICIENCY OF INSTRUCTIONAL MATERIALS FOR FISCAL YEAR 2024-2025

BACKGROUND INFORMATION:

Under EC Section 60119, the Governing Board of every Local Education Agency (LEA) that receives State instructional materials funds must hold an annual public hearing before the end of the eighth week from the first day pupils attend school for that year.

During the regular Governing Board meeting, the Governing Board must determine whether each pupil in each school has sufficient textbooks, instructional materials, or both that are consistent with the content and cycles of the curriculum framework adopted by the State Board of Education in Mathematics, Science, History-Social Science, and Reading/Language Arts.

Upon the determination of sufficiency, the Resolution of Determining Sufficiency of Instructional Materials must be adopted by the Governing Board and signed by the Clerk of the Governing Board.

RECOMMENDATION:

Adopt Resolution No. 24/25–0013 determining the Sufficiency of Instructional Materials for fiscal year 2024-2025.

LCAP GOAL AND ACTION/SERVICE:

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 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

Williams Settlement Legislation

SAN YSIDRO SCHOOL DISTRICT
RESOLUTION 24/25-0013

Resolution Determining the Sufficiency of Instructional Materials for 2024-2025

On motion of Member, _____
Seconded by Member, _____

The following resolution is adopted:

WHEREAS, the Governing Board of San Ysidro School District, to comply with the requirements of *Education Code* Section 60119, held a public hearing on September 12, 2024, at 6:00 p.m., which is on or before the eighth week of school and which did not take place during or immediately following school hours, and;

WHEREAS, the Governing Board provided at least 10 days notice of the public hearing posted in at least three public places within the District that stated the time, place, and purpose of the hearing, and;

WHEREAS, the Governing Board encouraged participation by parents, teachers, members of the community, and bargaining unit leaders in the public hearing and;

WHEREAS, information provided at the public hearing and to the Governing Board at the public meeting detailed the extent to which textbooks and instructional materials were provided to all students, including English learners, in the District and;

WHEREAS, the definition of "sufficient textbooks or instructional materials" means that each pupil has a textbook or instructional materials, or both, to use in class and to take home, and;

WHEREAS, sufficient textbooks and instructional materials were provided to each student, including English learners that are aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks in the following subjects:

- Mathematics
- Science
- History-Social Science
- English/Language Arts, including English Language Development

WHEREAS, sufficient textbooks or instructional materials were provided to each pupil enrolled in foreign language, and;

THEREFORE, IT IS RESOLVED, that for the 2024-2025 school year, the San Ysidro School District has provided each pupil with sufficient textbooks and instructional materials aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks

PASSED AND ADOPTED by the Governing Board on September 12, 2024, by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

STATE OF CALIFORNIA)
SS COUNTY OF SAN DIEGO)

I, Antonio Martinez. Clerk of the Governing Board, do hereby certify that the foregoing is a full and correct copy of a resolution duly passed and adopted by the San Ysidro Governing Board at a regularly called and conducted meeting held on said September 12, 2024

_____
Antonio Martinez
Clerk of the Governing Board

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: September 5, 2024

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

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

☐ Informational
☒ Action

AGENDA ITEM: NOMINATIONS – CSBA DIRECTORS-AT-LARGE ASIAN/PACIFIC ISLANDER AND HISPANIC

BACKGROUND INFORMATION:
The San Ysidro School District is a member of the California School Boards Association (CSBA). Annually, CSBA in accordance with its Bylaws, begins the process of nominations for Directors-at-Large.

All nominees must serve on a CSBA member board and each nomination board must certify that the nominee has consented to run before placing name on nomination form. The elections will take place at CSBA's Delegate Assembly Meeting on Wednesday, November 30 at the Marriott Marquis San Diego Marina. Director's-at-Large serve two-year terms and take office immediately upon the close of the Association's Annual Education Conference, December 7, 2024.

The CSBA Board of Directors establishes the vision, mission, and goals for the association. They provide advocacy on behalf of children, public education, local boards and the association. The Directors-at-Large Asian/Pacific Islander (API) and Hispanic will serve as members of the Board of Directors. Directors are expected to approximately attend five CSBA Board of Director meetings and two Delegate Assembly meetings per year, as well as other CSBA functions and events.

The current Directors-at-Large are as follows:

- Asian/Pacific Islander – Sylvia Leon (Cupertino Union SD)
- Hispanic – Joaquin Rivera (Alameda COE)

RECOMMENDATION:
Accept nominations for the CSBA Directors-at-Large Asian/Pacific Islander and Hispanic.

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

TIME SENSITIVE, REQUIRES BOARD ACTION
DEADLINE Friday, October 4, 2024

MEMORANDUM

August 1, 2024

TO: All CSBA Member Districts and County Offices of Education
FROM: Albert Gonzalez, CSBA President
SUBJECT: Call for Nominations for CSBA Directors-at-Large Hispanic and Asian/Pacific Islander

Nominations for CSBA Directors-at-Large Hispanic and Asian/Pacific Islander are currently being accepted through Friday, October 4, 2024. Directors-at-Large play an important role at CSBA, helping shape policy and set organizational direction. The attached Directors-at-Large FAQ addresses the role and responsibilities of Directors-at-Large as well as other information include excerpts from the Association's Bylaws and Standing Rules governance documents.

The nominations for Directors-at-Large must be made by a CSBA member board and the nominee must be a board member from a CSBA member district or county office of education. It is important to note Standing Rules 108 and 109 prior to making a nomination. SR 108 prohibits Directors from serving on state-wide boards whose organization focuses on labor, parents, special interests, or other segments of the school governance community as it is seen as a conflict of interest. SR 109 prohibits employees of CSBA from serving on the Board of Directors.

The elections will take place at CSBA's Delegate Assembly meeting on Wednesday, December 4, 2024 at the Anaheim Marriott. Directors-at-Large serve two-year terms and take office immediately upon the close of the Association's Annual Education Conference, December 7, 2024. **All newly elected Directors should plan to attend a required orientation in Anaheim following the 3rd General Session at the Annual Education Conference on December 7, 2024.**

A valid nomination includes the following, which is required to be submitted **no later than 11:59 p.m. on Friday, October 4, 2024 via online submission or emailed to nominations@csba.org.**

- **Nomination form from a member board**: A completed, signed, and dated nomination form. Member boards must secure permission before placing a name into nomination.

Nominees are required to submit the following candidate materials **by 11:59 p.m. on Friday, October 18, 2024**:

- **Candidate Form:** A signed and dated candidate form completed by the nominee.
- **Two letters of recommendation:** A one page, single-sided, letter addressed to CSBA President Albert Gonzalez and emailed to nominations@csba.org. Recommendation letters may be from:
  1) A CSBA member district or county office of education (COE) board – ***If the letter is signed by the Superintendent, it must state in the letter that the letter of recommendation is "on behalf of the board."***
  2) An individual board member from a CSBA member district or COE board.
  3) Another association of school or county office of education board members.
- **An optional, one-page, single-sided résumé** from the nominee may be emailed to nominations@csba.org.

Please contact CSBA's Executive Office at nominations@csba.org should you have any questions.

Attachments:
1. Directors-at-Large FAQ Sheet
2. Leadership Meeting Dates 2025

Director-at-Large, Hispanic and Asian/Pacific Islander Nomination Form 2024

Nominations for Director-at-Large must be made by a CSBA member board and the nominee must be a board member from a CSBA member district or county office of education, who has consented to be nominated. It is the responsibility of the nominating board to obtain permission prior to making the nomination.

* Required

1. Name of Nominating School District or County Office Board of Education *

   Enter your answer

2. Nominee's Full Name *

   Enter your answer

3. Nominee's School District or County Office Board of Education *

   Enter your answer

4. Director-at-Large Position: *

   Select your answer

5. You confirm the nominee is not on a state-wide board whose organization represents labor, parents, special interests, or other segments of the school governance community *

   ◯ Yes

- ◯ No

6. You confirm the nominee is not a CSBA employee *

- ◯ Yes
- ◯ No

7. Signature of the Board Clerk or Secretary (type full name) *

Enter your answer

You can print a copy of your answer after you submit

Never give out your password. Report abuse

Microsoft 365

This content is created by the owner of the form. The data you submit will be sent to the form owner. Microsoft is not responsible for the privacy or security practices of its customers, including those of this form owner. Never give out your password.

Microsoft Forms | AI-Powered surveys, quizzes and polls Create my own form

The owner of this form has not provided a privacy statement as to how they will use your response data. Do not provide personal or sensitive information. | Terms of use

Director-at-Large Hispanic and Asian/Pacific Islander Candidate Form 2024

Please submit this required candidate form by **Friday, October 18, 2024**. This form is required for all Director-at-Large candidates. Candidates may also email an optional one-page, single-sided resume to nominations@csba.org.

* Required

1. I am running for: *

   Select your answer

2. First Name *

   Enter your answer

3. Last Name *

   Enter your answer

4. School District or County Office of Education *

   Enter your answer

5. Contact Number *

Enter your answer

6. Preferred email *

Enter your answer

7. Years on board *

Enter your answer

8. Profession *

Enter your answer

9. CSBA's Board of Directors is the governing body for the Association. What do you see as CSBA's greatest strength as an organization and what can the Board of Directors do to make it even stronger? *

Enter your answer

10. Given the governing roles and responsibilities for the Board of Directors to set direction and provide leadership, please describe the skills and experiences you would bring to the Board. *

Enter your answer

11. What is one characteristic that you believe every leader should possess? *

Enter your answer

12. What do you see as the biggest challenge facing governing board members and how can CSBA help? *

Enter your answer

13. Please provide any additional information about yourself for the Delegate Assembly to consider regarding your candidacy. *

Enter your answer

14. Your signature indicates your consent to have your name placed on the ballot and to serve, if elected. (type full name) *

Enter your answer

You can print a copy of your answer after you submit

Never give out your password. Report abuse

Microsoft 365

This content is created by the owner of the form. The data you submit will be sent to the form owner. Microsoft is not responsible for the privacy or security practices of its customers, including those of this form owner. Never give out your password.

Microsoft Forms | AI-Powered surveys, quizzes and polls Create my own form

The owner of this form has not provided a privacy statement as to how they will use your response data. Do not provide personal or sensitive information. | Terms of use

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board **BOARD MEETING DATE:** September 12, 2024

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: UNAUDITED ACTUALS FINANCIAL REPORT FOR FISCAL YEAR 2023-24

BACKGROUND INFORMATION:
AB1200 requires local educational agencies (LEA) to submit their Unaudited Actuals Financial Reports to their county office of education. Districts should use the California Department of Education's SACS software. Reports are due upon completion, but no later than September 15th of each year.

REPORT UNDER SEPARATE COVER

RECOMMENDATION:
Approve the Unaudited Actuals Financial Report for fiscal year 2023-24.

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

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

San Ysidro School District EST - 1887

QUALITY EDUCATION AND OPPORTUNITY FOR ALL STUDENTS TO SUCCEED

UNAUDITED ACTUALS

2023 - 2024

BOARD MEETING: 09-12-24

UNAUDITED ACTUAL FINANCIAL REPORT:

To the County Superintendent of Schools:

2023-24 UNAUDITED ACTUAL FINANCIAL REPORT. This report was prepared in accordance with Education Code Section 41010 and is hereby approved and filed by the governing board of the school district pursuant to Education Code Section 42100.

Signed: _____ Date of Meeting: Sep 12, 2024

Clerk / Secretary of the Governing Board

(Original signature required)

To the Superintendent of Public Instruction:

2023-24 UNAUDITED ACTUAL FINANCIAL REPORT. This report has been verified for accuracy by the County Superintendent of Schools pursuant to Education Code Section 42100.

Signed: _____ Date: _____

County Superintendent/Designee

(Original signature required)

For additional information on the unaudited actual reports, please contact:

For County Office of Education:	For School District:
ROXANNA TRAVERS	MARILYN ADRIANZEN
Name	Name
FINANCIAL ACCOUNTING & DATA SUPPORT MANAGER	CHIEF BUSINESS OFFICIAL
Title	Title
858-295-6700	619-428-4476
Telephone	Telephone
roxanna.travers@sdcoe.net	marilyn.adrianzen@sysdschools.org
E-mail Address	E-mail Address

Following is a summary of the critical data elements contained in your unaudited actual data. Since these data may have fiscal implications for your agency, please verify their accuracy before filing your unaudited actual financial reports.

Form	Description	Value
CEA	Percent of Current Cost of Education Expended for Classroom Compensation	60.13%
	Must equal or exceed 60% for elementary, 55% for unified, and 50% for high school districts or future apportionments may be affected. (EC 41372)	
	CEA Deficiency Amount	$0.00
	Applicable to districts not exempt from the requirement and not meeting the minimum classroom compensation percentage - see Form CEA for further details.	
ESMOE	Every Student Succeeds Act (ESSA) Maintenance of Effort (MOE) Determination	MOE Met
	If MOE Not Met, the 2025-26 apportionment may be reduced by the lesser of the following two percentages:	
	MOE Deficiency Percentage - Based on Total Expenditures	0.00%
	MOE Deficiency Percentage - Based on Expenditures Per ADA	0.00%
GANN	Adjustments to Appropriations Limit Per Government Code Section 7902.1	$375,545.13
	Adjusted Appropriations Limit	$34,310,763.14
	Appropriations Subject to Limit	$34,310,763.14
	These amounts represent the board approved Appropriations Limit and Appropriations Subject to Limit pursuant to Government Code Section 7906 and EC 42132.	
ICR	Preliminary Proposed Indirect Cost Rate	12.90%
	Fixed-with-carry-forward indirect cost rate for use in 2025-26 subject to CDE approval.	

Description	Resource Codes	Object Codes	2023-24 Unaudited Actuals Unrestricted (A)	2023-24 Unaudited Actuals Restricted (B)	2023-24 Unaudited Actuals Total Fund col. A + B (C)	2024-25 Budget Unrestricted (D)	2024-25 Budget Restricted (E)	2024-25 Budget Total Fund col. D + E (F)	% Diff Column C & F
A. REVENUES									
1) LCFF Sources		8010-8099	56,997,926.01	328,672.00	57,326,598.01	56,362,755.00	297,113.00	56,659,868.00	-1.2%
2) Federal Revenue		8100-8299	98,287.90	6,272,383.82	6,370,671.72	100,000.00	2,755,080.30	2,855,080.30	-55.2%
3) Other State Revenue		8300-8599	1,060,806.89	12,205,944.50	13,266,751.39	834,195.00	15,379,086.00	16,213,281.00	22.2%
4) Other Local Revenue		8600-8799	1,729,625.67	5,486,011.25	7,215,636.92	350,000.00	2,584,525.00	2,934,525.00	-59.3%
5) TOTAL, REVENUES			59,886,646.47	24,293,011.57	84,179,658.04	57,646,950.00	21,015,804.30	78,662,754.30	-6.6%
B. EXPENDITURES									
1) Certificated Salaries		1000-1999	22,453,183.73	8,191,608.46	30,644,792.19	21,571,706.16	7,087,351.39	28,659,057.55	-6.5%
2) Classified Salaries		2000-2999	9,349,856.72	5,687,973.70	15,037,830.42	8,489,674.64	3,863,855.91	12,353,530.55	-17.9%
3) Employee Benefits		3000-3999	11,273,301.28	8,907,707.88	20,181,009.16	11,070,664.71	7,932,547.00	19,003,211.71	-5.8%
4) Books and Supplies		4000-4999	1,139,290.03	1,777,305.25	2,916,595.28	747,396.12	1,463,979.69	2,211,375.81	-24.2%
5) Services and Other Operating Expenditures		5000-5999	6,961,433.58	11,093,403.27	18,054,836.85	5,610,500.00	10,862,685.86	16,473,185.86	-8.8%
6) Capital Outlay		6000-6999	301,788.00	1,800,117.86	2,101,905.86	0.00	0.00	0.00	-100.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	154,542.00	144,482.00	299,024.00	271,000.00	0.00	271,000.00	-9.4%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	(959,803.00)	780,075.00	(179,728.00)	(1,058,568.00)	699,418.00	(359,150.00)	99.8%
9) TOTAL, EXPENDITURES			50,673,592.34	38,382,673.42	89,056,265.76	46,702,373.63	31,909,837.85	78,612,211.48	-11.7%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			9,213,054.13	(14,089,661.85)	(4,876,607.72)	10,944,576.37	(10,894,033.55)	50,542.82	-101.0%
D. OTHER FINANCING SOURCES/USES									
1) Interfund Transfers									
a) Transfers In		8900-8929	54,637.00	0.00	54,637.00	0.00	0.00	0.00	-100.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses									
a) Sources		8930-8979	301,788.00	0.00	301,788.00	0.00	0.00	0.00	-100.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	(9,995,006.39)	9,995,006.39	0.00	(11,183,706.53)	11,183,706.53	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(9,638,581.39)	9,995,006.39	356,425.00	(11,183,706.53)	11,183,706.53	0.00	-100.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(425,527.26)	(4,094,655.46)	(4,520,182.72)	(239,130.16)	289,672.98	50,542.82	-101.1%
F. FUND BALANCE, RESERVES									
1) Beginning Fund Balance									
a) As of July 1 - Unaudited		9791	3,522,680.03	25,252,714.14	28,775,394.17	3,097,152.77	21,158,058.68	24,255,211.45	-15.7%
b) Audit Adjustments		9793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2023-24 Unaudited Actuals Unrestricted (A)	2023-24 Unaudited Actuals Restricted (B)	2023-24 Unaudited Actuals Total Fund col. A + B (C)	2024-25 Budget Unrestricted (D)	2024-25 Budget Restricted (E)	2024-25 Budget Total Fund col. D + E (F)	% Diff Column C & F
c) As of July 1 - Audited (F1a + F1b)			3,522,680.03	25,252,714.14	28,775,394.17	3,097,152.77	21,158,058.68	24,255,211.45	-15.7%
d) Other Restatements		9795	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			3,522,680.03	25,252,714.14	28,775,394.17	3,097,152.77	21,158,058.68	24,255,211.45	-15.7%
2) Ending Balance, June 30 (E + F1e)			3,097,152.77	21,158,058.68	24,255,211.45	2,858,022.61	21,447,731.66	24,305,754.27	0.2%
Components of Ending Fund Balance									
a) Nonspendable									
Revolving Cash		9711	88,433.09	0.00	88,433.09	100,000.00	0.00	100,000.00	13.1%
Stores		9712	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Restricted		9740	0.00	21,158,058.68	21,158,058.68	0.00	21,447,731.66	21,447,731.66	1.4%
c) Committed									
Stabilization Arrangements		9750	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
d) Assigned									
Other Assignments		9780	337,031.00	0.00	337,031.00	399,655.00	0.00	399,655.00	18.6%
e) Unassigned/Unappropriated									
Reserve for Economic Uncertainties		9789	2,671,688.00	0.00	2,671,688.00	2,358,367.00	0.00	2,358,367.00	-11.7%
Unassigned/Unappropriated Amount		9790	.68	0.00	.68	.61	0.00	.61	-10.3%
G. ASSETS									
1) Cash									
a) in County Treasury		9110	5,862,184.64	21,253,340.59	27,115,525.23				
1) Fair Value Adjustment to Cash in County Treasury		9111	(408,756.00)	0.00	(408,756.00)				
b) in Banks		9120	24,415.46	0.00	24,415.46				
c) in Revolving Cash Account		9130	88,433.09	0.00	88,433.09				
d) with Fiscal Agent/Trustee		9135	0.00	0.00	0.00				
e) Collections Awaiting Deposit		9140	0.00	0.00	0.00				
2) Investments		9150	0.00	0.00	0.00				
3) Accounts Receivable		9200	339,423.26	3,325,456.06	3,664,879.32				
4) Due from Grantor Government		9290	0.00	0.00	0.00				
5) Due from Other Funds		9310	255,965.81	0.00	255,965.81				
6) Stores		9320	0.00	0.00	0.00				
7) Prepaid Expenditures		9330	0.00	0.00	0.00				
8) Other Current Assets		9340	0.00	0.00	0.00				

Description	Resource Codes	Object Codes	2023-24 Unaudited Actuals Unrestricted (A)	2023-24 Unaudited Actuals Restricted (B)	2023-24 Unaudited Actuals Total Fund col. A + B (C)	2024-25 Budget Unrestricted (D)	2024-25 Budget Restricted (E)	2024-25 Budget Total Fund col. D + E (F)	% Diff Column C & F
9) Lease Receivable		9380	0.00	0.00	0.00				
10) TOTAL, ASSETS			6,161,666.26	24,578,796.65	30,740,462.91				
H. DEFERRED OUTFLOWS OF RESOURCES									
1) Deferred Outflows of Resources		9490	0.00	0.00	0.00				
2) TOTAL, DEFERRED OUTFLOWS			0.00	0.00	0.00				
I. LIABILITIES									
1) Accounts Payable		9500	2,165,395.49	1,359,505.00	3,524,900.49				
2) Due to Grantor Governments		9590	899,118.00	0.00	899,118.00				
3) Due to Other Funds		9610	0.00	1,538,132.39	1,538,132.39				
4) Current Loans		9640	0.00	0.00	0.00				
5) Unearned Revenue		9650	0.00	523,100.58	523,100.58				
6) TOTAL, LIABILITIES			3,064,513.49	3,420,737.97	6,485,251.46				
J. DEFERRED INFLOWS OF RESOURCES									
1) Deferred Inflows of Resources		9690	0.00	0.00	0.00				
2) TOTAL, DEFERRED INFLOWS			0.00	0.00	0.00				
K. FUND EQUITY									
Ending Fund Balance, June 30									
(must agree with line F2) (G10 + H2) - (I6 + J2)			3,097,152.77	21,158,058.68	24,255,211.45				
LCFF SOURCES									
Principal Apportionment									
State Aid - Current Year		8011	21,233,740.00	0.00	21,233,740.00	20,388,364.00	0.00	20,388,364.00	-4.0%
Education Protection Account State Aid - Current Year		8012	806,364.00	0.00	806,364.00	784,812.00	0.00	784,812.00	-2.7%
State Aid - Prior Years		8019	(383,851.00)	0.00	(383,851.00)	0.00	0.00	0.00	-100.0%
Tax Relief Subventions									
Homeowners' Exemptions		8021	150,720.92	0.00	150,720.92	150,721.00	0.00	150,721.00	0.0%
Timber Yield Tax		8022	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8029	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
County & District Taxes									
Secured Roll Taxes		8041	31,419,983.55	0.00	31,419,983.55	31,276,550.00	0.00	31,276,550.00	-0.5%
Unsecured Roll Taxes		8042	1,137,043.62	0.00	1,137,043.62	1,140,498.00	0.00	1,140,498.00	0.3%
Prior Years' Taxes		8043	(10,381.93)	0.00	(10,381.93)	(1,455.00)	0.00	(1,455.00)	-86.0%
Supplemental Taxes		8044	851,246.77	0.00	851,246.77	889,973.00	0.00	889,973.00	4.5%
Education Revenue Augmentation Fund (ERAF)		8045	(20,092.50)	0.00	(20,092.50)	(44,741.00)	0.00	(44,741.00)	122.7%

Description	Resource Codes	Object Codes	2023-24 Unaudited Actuals			2024-25 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
Community Redevelopment Funds (SB 617/699/1992)		8047	1,813,152.58	0.00	1,813,152.58	1,778,033.00	0.00	1,778,033.00	-1.9%
Penalties and Interest from Delinquent Taxes		8048	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Miscellaneous Funds (EC 41604)									
Royalties and Bonuses		8081	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other In-Lieu Taxes		8082	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Less: Non-LCFF (50%) Adjustment		8089	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Subtotal, LCFF Sources			56,997,926.01	0.00	56,997,926.01	56,362,755.00	0.00	56,362,755.00	-1.1%
LCFF Transfers									
Unrestricted LCFF Transfers - Current Year	0000	8091	0.00		0.00	0.00		0.00	0.0%
All Other LCFF Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Property Taxes Transfers		8097	0.00	328,672.00	328,672.00	0.00	297,113.00	297,113.00	-9.6%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			56,997,926.01	328,672.00	57,326,598.01	56,362,755.00	297,113.00	56,659,868.00	-1.2%
FEDERAL REVENUE									
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	0.00	1,079,331.00	1,079,331.00	0.00	1,079,331.00	1,079,331.00	0.0%
Special Education Discretionary Grants		8182	0.00	91,648.50	91,648.50	0.00	114,658.00	114,658.00	25.1%
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Donated Food Commodities		8221	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Forest Reserve Funds		8260	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Flood Control Funds		8270	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Title I, Part A, Basic	3010	8290		1,784,995.96	1,784,995.96		1,238,765.00	1,238,765.00	-30.6%
Title I, Part D, Local Delinquent Programs	3025	8290		0.00	0.00		0.00	0.00	0.0%
Title II, Part A, Supporting Effective Instruction	4035	8290		291,514.02	291,514.02		150,404.00	150,404.00	-48.4%
Title III, Immigrant Student Program	4201	8290		0.00	0.00		0.00	0.00	0.0%
Title III, English Learner Program	4203	8290		313,367.69	313,367.69		0.00	0.00	-100.0%
Public Charter Schools Grant Program (PCSGP)	4610	8290		0.00	0.00		0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2023-24 Unaudited Actuals Unrestricted (A)	2023-24 Unaudited Actuals Restricted (B)	2023-24 Unaudited Actuals Total Fund col. A + B (C)	2024-25 Budget Unrestricted (D)	2024-25 Budget Restricted (E)	2024-25 Budget Total Fund col. D + E (F)	% Diff Column C & F
Other NCLB / Every Student Succeeds Act	3040, 3060, 3061, 3110, 3150, 3155, 3180, 3182, 4037, 4123, 4124, 4126, 4127, 4128, 5630	8290		219,730.14	219,730.14		171,922.30	171,922.30	-21.8%
Career and Technical Education	3500-3599	8290		0.00	0.00		0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	98,287.90	2,491,796.51	2,590,084.41	100,000.00	0.00	100,000.00	-96.1%
TOTAL, FEDERAL REVENUE			98,287.90	6,272,383.82	6,370,671.72	100,000.00	2,755,080.30	2,855,080.30	-55.2%
OTHER STATE REVENUE									
Other State Apportionments									
ROC/P Entitlement									
Prior Years	6360	8319		0.00	0.00		0.00	0.00	0.0%
Special Education Master Plan									
Current Year	6500	8311		0.00	0.00		0.00	0.00	0.0%
Prior Years	6500	8319		0.00	0.00		0.00	0.00	0.0%
All Other State Apportionments - Current Year	All Other	8311	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8520	0.00	17,862.00	17,862.00	0.00	0.00	0.00	-100.0%
Mandated Costs Reimbursements		8550	145,589.00	0.00	145,589.00	148,109.00	0.00	148,109.00	1.7%
Lottery - Unrestricted and Instructional Materials		8560	887,000.69	461,333.94	1,348,334.63	686,086.00	279,086.00	965,172.00	-28.4%
Tax Relief Subventions									
Restricted Levies - Other									
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from									
State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
After School Education and Safety (ASES)	6010	8590		0.00	0.00		0.00	0.00	0.0%
Charter School Facility Grant	6030	8590		0.00	0.00		0.00	0.00	0.0%
Drug/Alcohol/Tobacco Funds	6650, 6690, 6695	8590		0.00	0.00		0.00	0.00	0.0%
California Clean Energy Jobs Act	6230	8590		0.00	0.00		0.00	0.00	0.0%
Career Technical Education Incentive Grant Program	6387	8590		0.00	0.00		0.00	0.00	0.0%
American Indian Early Childhood Education	7210	8590		0.00	0.00		0.00	0.00	0.0%
Specialized Secondary	7370	8590		0.00	0.00		0.00	0.00	0.0%
All Other State Revenue	All Other	8590	28,217.20	11,726,748.56	11,754,965.76	0.00	15,100,000.00	15,100,000.00	28.5%
TOTAL, OTHER STATE REVENUE			1,060,806.89	12,205,944.50	13,266,751.39	834,195.00	15,379,086.00	16,213,281.00	22.2%
OTHER LOCAL REVENUE									

Description	Resource Codes	Object Codes	2023-24 Unaudited Actuals			2024-25 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
Other Local Revenue									
County and District Taxes									
Other Restricted Levies									
Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes									
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	549,239.68	549,239.68	0.00	0.00	0.00	-100.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Sales									
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Sale of Publications		8632	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	5,075.76	0.00	5,075.76	0.00	0.00	0.00	-100.0%
Interest		8660	928,670.81	0.00	928,670.81	350,000.00	0.00	350,000.00	-62.3%
Net Increase (Decrease) in the Fair Value of Investments		8662	299,412.00	0.00	299,412.00	0.00	0.00	0.00	-100.0%
Fees and Contracts									
Adult Education Fees		8671	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Resident Students		8672	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transportation Fees From Individuals		8675	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Services		8677	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Mitigation/Developer Fees		8681	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue									
Plus: Miscellaneous Funds Non-LCFF (50 Percent) Adjustment		8691	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenue from Local Sources		8697	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Local Revenue		8699	496,467.10	1,232,485.57	1,728,952.67	0.00	0.00	0.00	-100.0%
Tuition		8710	0.00	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2023-24 Unaudited Actuals Unrestricted (A)	2023-24 Unaudited Actuals Restricted (B)	2023-24 Unaudited Actuals Total Fund col. A + B (C)	2024-25 Budget Unrestricted (D)	2024-25 Budget Restricted (E)	2024-25 Budget Total Fund col. D + E (F)	% Diff Column C & F
All Other Transfers In		8781-8783	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Apportionments									
Special Education SELPA Transfers									
From Districts or Charter Schools	6500	8791		0.00	0.00		0.00	0.00	0.0%
From County Offices	6500	8792		3,704,286.00	3,704,286.00		2,584,525.00	2,584,525.00	-30.2%
From JPAs	6500	8793		0.00	0.00		0.00	0.00	0.0%
ROC/P Transfers									
From Districts or Charter Schools	6360	8791		0.00	0.00		0.00	0.00	0.0%
From County Offices	6360	8792		0.00	0.00		0.00	0.00	0.0%
From JPAs	6360	8793		0.00	0.00		0.00	0.00	0.0%
Other Transfers of Apportionments									
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			1,729,625.67	5,486,011.25	7,215,636.92	350,000.00	2,584,525.00	2,934,525.00	-59.3%
TOTAL, REVENUES			59,886,646.47	24,293,011.57	84,179,658.04	57,646,950.00	21,015,804.30	78,662,754.30	-6.6%
CERTIFICATED SALARIES									
Certificated Teachers' Salaries		1100	19,341,927.88	6,572,573.06	25,914,500.94	18,240,132.64	5,951,510.48	24,191,643.12	-6.6%
Certificated Pupil Support Salaries		1200	728,660.63	1,055,415.09	1,784,075.72	977,793.63	509,236.82	1,487,030.45	-16.6%
Certificated Supervisors' and Administrators' Salaries		1300	2,307,122.21	563,620.31	2,870,742.52	2,353,779.89	626,604.09	2,980,383.98	3.8%
Other Certificated Salaries		1900	75,473.01	0.00	75,473.01	0.00	0.00	0.00	-100.0%
TOTAL, CERTIFICATED SALARIES			22,453,183.73	8,191,608.46	30,644,792.19	21,571,706.16	7,087,351.39	28,659,057.55	-6.5%
CLASSIFIED SALARIES									
Classified Instructional Salaries		2100	496,590.49	3,215,744.65	3,712,335.14	1,053,766.97	2,296,769.30	3,350,536.27	-9.7%
Classified Support Salaries		2200	3,747,691.24	1,258,978.52	5,006,669.76	3,220,294.44	911,346.08	4,131,640.52	-17.5%
Classified Supervisors' and Administrators' Salaries		2300	497,297.21	219,999.60	717,296.81	414,163.34	219,751.78	633,915.12	-11.6%
Clerical, Technical and Office Salaries		2400	3,482,247.85	329,510.94	3,811,758.79	2,879,721.55	435,988.75	3,315,710.30	-13.0%
Other Classified Salaries		2900	1,126,029.93	663,739.99	1,789,769.92	921,728.34	0.00	921,728.34	-48.5%
TOTAL, CLASSIFIED SALARIES			9,349,856.72	5,687,973.70	15,037,830.42	8,489,674.64	3,863,855.91	12,353,530.55	-17.9%
EMPLOYEE BENEFITS									
STRS		3101-3102	3,576,329.25	4,759,901.94	8,336,231.19	3,849,799.55	4,192,439.85	8,042,239.40	-3.5%
PERS		3201-3202	1,836,634.65	1,557,659.41	3,394,294.06	1,635,445.07	1,567,688.31	3,203,133.38	-5.6%
OASDI/Medicare/Alternative		3301-3302	1,003,133.08	567,276.95	1,570,410.03	953,828.97	450,318.21	1,404,147.18	-10.6%

Description	Resource Codes	Object Codes	2023-24 Unaudited Actuals Unrestricted (A)	2023-24 Unaudited Actuals Restricted (B)	2023-24 Unaudited Actuals Total Fund col. A + B (C)	2024-25 Budget Unrestricted (D)	2024-25 Budget Restricted (E)	2024-25 Budget Total Fund col. D + E (F)	% Diff Column C & F
Health and Welfare Benefits		3401-3402	3,642,869.63	1,653,896.50	5,296,766.13	3,432,750.00	1,435,775.00	4,868,525.00	-8.1%
Unemployment Insurance		3501-3502	18,670.30	6,699.84	25,370.14	7,994.34	12,090.20	20,084.54	-20.8%
Workers' Compensation		3601-3602	811,937.95	360,556.40	1,172,494.35	740,846.78	274,235.43	1,015,082.21	-13.4%
OPEB, Allocated		3701-3702	381,926.42	1,716.84	383,643.26	450,000.00	0.00	450,000.00	17.3%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	1,800.00	0.00	1,800.00	0.00	0.00	0.00	-100.0%
TOTAL, EMPLOYEE BENEFITS			11,273,301.28	8,907,707.88	20,181,009.16	11,070,664.71	7,932,547.00	19,003,211.71	-5.8%
BOOKS AND SUPPLIES									
Approved Textbooks and Core Curricula Materials		4100	237,363.68	764,399.88	1,001,763.56	0.00	279,086.00	279,086.00	-72.1%
Books and Other Reference Materials		4200	0.00	46,613.36	46,613.36	0.00	0.00	0.00	-100.0%
Materials and Supplies		4300	871,045.62	913,657.25	1,784,702.87	722,396.12	1,184,893.69	1,907,289.81	6.9%
Noncapitalized Equipment		4400	30,880.73	52,634.76	83,515.49	25,000.00	0.00	25,000.00	-70.1%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			1,139,290.03	1,777,305.25	2,916,595.28	747,396.12	1,463,979.69	2,211,375.81	-24.2%
SERVICES AND OTHER OPERATING EXPENDITURES									
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	76,705.85	272,590.34	349,296.19	45,000.00	37,565.85	82,565.85	-76.4%
Dues and Memberships		5300	51,073.11	0.00	51,073.11	35,500.00	0.00	35,500.00	-30.5%
Insurance		5400 - 5450	582,738.94	0.00	582,738.94	1,000,000.00	0.00	1,000,000.00	71.6%
Operations and Housekeeping Services		5500	1,774,928.21	30,449.00	1,805,377.21	1,800,000.00	100,000.00	1,900,000.00	5.2%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	486,390.92	507,752.82	994,143.74	430,000.00	200,000.00	630,000.00	-36.6%
Transfers of Direct Costs		5710	(776.57)	776.57	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	73,191.50	0.00	73,191.50	0.00	0.00	0.00	-100.0%
Professional/Consulting Services and Operating Expenditures		5800	3,786,792.86	10,281,834.54	14,068,627.40	2,180,000.00	10,525,120.01	12,705,120.01	-9.7%
Communications		5900	130,388.76	0.00	130,388.76	120,000.00	0.00	120,000.00	-8.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			6,961,433.58	11,093,403.27	18,054,836.85	5,610,500.00	10,862,685.86	16,473,185.86	-8.8%
CAPITAL OUTLAY									
Land		6100	0.00	6,826.00	6,826.00	0.00	0.00	0.00	-100.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	1,793,291.86	1,793,291.86	0.00	0.00	0.00	-100.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2023-24 Unaudited Actuals Unrestricted (A)	2023-24 Unaudited Actuals Restricted (B)	2023-24 Unaudited Actuals Total Fund col. A + B (C)	2024-25 Budget Unrestricted (D)	2024-25 Budget Restricted (E)	2024-25 Budget Total Fund col. D + E (F)	% Diff Column C & F
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Lease Assets		6600	301,788.00	0.00	301,788.00	0.00	0.00	0.00	-100.0%
Subscription Assets		6700	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			301,788.00	1,800,117.86	2,101,905.86	0.00	0.00	0.00	-100.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)									
Tuition									
Tuition for Instruction Under Interdistrict									
Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
State Special Schools		7130	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments									
Payments to Districts or Charter Schools		7141	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to County Offices		7142	113,190.00	0.00	113,190.00	0.00	0.00	0.00	-100.0%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Pass-Through Revenues									
To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments									
To Districts or Charter Schools	6500	7221		0.00	0.00		0.00	0.00	0.0%
To County Offices	6500	7222		0.00	0.00		0.00	0.00	0.0%
To JPAs	6500	7223		0.00	0.00		0.00	0.00	0.0%
ROC/P Transfers of Apportionments									
To Districts or Charter Schools	6360	7221		0.00	0.00		0.00	0.00	0.0%
To County Offices	6360	7222		0.00	0.00		0.00	0.00	0.0%
To JPAs	6360	7223		0.00	0.00		0.00	0.00	0.0%
Other Transfers of Apportionments	All Other	7221-7223	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers		7281-7283	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service									
Debt Service - Interest		7438	15,428.00	20,873.00	36,301.00	0.00	0.00	0.00	-100.0%
Other Debt Service - Principal		7439	25,924.00	123,609.00	149,533.00	271,000.00	0.00	271,000.00	81.2%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			154,542.00	144,482.00	299,024.00	271,000.00	0.00	271,000.00	-9.4%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS									
Transfers of Indirect Costs		7310	(780,075.00)	780,075.00	0.00	(699,418.00)	699,418.00	0.00	0.0%

Description	Resource Codes	Object Codes	2023-24 Unaudited Actuals Unrestricted (A)	2023-24 Unaudited Actuals Restricted (B)	2023-24 Unaudited Actuals Total Fund col. A + B (C)	2024-25 Budget Unrestricted (D)	2024-25 Budget Restricted (E)	2024-25 Budget Total Fund col. D + E (F)	% Diff Column C & F
Transfers of Indirect Costs - Interfund		7350	(179,728.00)	0.00	(179,728.00)	(359,150.00)	0.00	(359,150.00)	99.8%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			(959,803.00)	780,075.00	(179,728.00)	(1,058,568.00)	699,418.00	(359,150.00)	99.8%
TOTAL, EXPENDITURES			50,673,592.34	38,382,673.42	89,056,265.76	46,702,373.63	31,909,837.85	78,612,211.48	-11.7%
INTERFUND TRANSFERS									
INTERFUND TRANSFERS IN									
From: Special Reserve Fund		8912	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
From: Bond Interest and Redemption Fund		8914	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	54,637.00	0.00	54,637.00	0.00	0.00	0.00	-100.0%
(a) TOTAL, INTERFUND TRANSFERS IN			54,637.00	0.00	54,637.00	0.00	0.00	0.00	-100.0%
INTERFUND TRANSFERS OUT									
To: Child Development Fund		7611	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To: Special Reserve Fund		7612	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To State School Building Fund/County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To: Cafeteria Fund		7616	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES									
SOURCES									
State Apportionments									
Emergency Apportionments		8931	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds									
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources									
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds									
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Leases		8972	301,788.00	0.00	301,788.00	0.00	0.00	0.00	-100.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			301,788.00	0.00	301,788.00	0.00	0.00	0.00	-100.0%
USES									
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2023-24 Unaudited Actuals Unrestricted (A)	2023-24 Unaudited Actuals Restricted (B)	2023-24 Unaudited Actuals Total Fund col. A + B (C)	2024-25 Budget Unrestricted (D)	2024-25 Budget Restricted (E)	2024-25 Budget Total Fund col. D + E (F)	% Diff Column C & F
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS									
Contributions from Unrestricted Revenues		8980	(9,995,006.39)	9,995,006.39	0.00	(11,183,706.53)	11,183,706.53	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			(9,995,006.39)	9,995,006.39	0.00	(11,183,706.53)	11,183,706.53	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a- b + c - d + e)			(9,638,581.39)	9,995,006.39	356,425.00	(11,183,706.53)	11,183,706.53	0.00	-100.0%

Description	Function Codes	Object Codes	2023-24 Unaudited Actuals Unrestricted (A)	2023-24 Unaudited Actuals Restricted (B)	2023-24 Unaudited Actuals Total Fund col. A + B (C)	2024-25 Budget Unrestricted (D)	2024-25 Budget Restricted (E)	2024-25 Budget Total Fund col. D + E (F)	% Diff Column C & F
A. REVENUES									
1) LCFF Sources		8010-8099	56,997,926.01	328,672.00	57,326,598.01	56,362,755.00	297,113.00	56,659,868.00	-1.2%
2) Federal Revenue		8100-8299	98,287.90	6,272,383.82	6,370,671.72	100,000.00	2,755,080.30	2,855,080.30	-55.2%
3) Other State Revenue		8300-8599	1,060,806.89	12,205,944.50	13,266,751.39	834,195.00	15,379,086.00	16,213,281.00	22.2%
4) Other Local Revenue		8600-8799	1,729,625.67	5,486,011.25	7,215,636.92	350,000.00	2,584,525.00	2,934,525.00	-59.3%
5) TOTAL, REVENUES			59,886,646.47	24,293,011.57	84,179,658.04	57,646,950.00	21,015,804.30	78,662,754.30	-6.6%
B. EXPENDITURES (Objects 1000-7999)									
1) Instruction	1000-1999		27,526,711.80	28,567,665.37	56,094,377.17	26,447,558.15	26,846,269.45	53,293,827.60	-5.0%
2) Instruction - Related Services	2000-2999		5,200,962.12	1,130,056.70	6,331,018.82	4,946,253.70	958,343.58	5,904,597.28	-6.7%
3) Pupil Services	3000-3999		4,801,387.10	2,377,531.05	7,178,918.15	4,688,454.56	1,005,666.35	5,694,120.91	-20.7%
4) Ancillary Services	4000-4999		0.00	107,685.73	107,685.73	0.00	0.00	0.00	-100.0%
5) Community Services	5000-5999		0.00	0.00	0.00	0.00	0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.00	0.00	0.00	0.00	0.0%
7) General Administration	7000-7999		8,202,413.49	898,749.14	9,101,162.63	6,026,876.52	733,717.26	6,760,593.78	-25.7%
8) Plant Services	8000-8999		4,787,575.83	5,156,503.43	9,944,079.26	4,322,230.70	2,365,841.21	6,688,071.91	-32.7%
9) Other Outgo	9000-9999	Except 7600-7699	154,542.00	144,482.00	299,024.00	271,000.00	0.00	271,000.00	-9.4%
10) TOTAL, EXPENDITURES			50,673,592.34	38,382,673.42	89,056,265.76	46,702,373.63	31,909,837.85	78,612,211.48	-11.7%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			9,213,054.13	(14,089,661.85)	(4,876,607.72)	10,944,576.37	(10,894,033.55)	50,542.82	-101.0%
D. OTHER FINANCING SOURCES/USES									
1) Interfund Transfers									
a) Transfers In		8900-8929	54,637.00	0.00	54,637.00	0.00	0.00	0.00	-100.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses									
a) Sources		8930-8979	301,788.00	0.00	301,788.00	0.00	0.00	0.00	-100.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	(9,995,006.39)	9,995,006.39	0.00	(11,183,706.53)	11,183,706.53	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(9,638,581.39)	9,995,006.39	356,425.00	(11,183,706.53)	11,183,706.53	0.00	-100.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(425,527.26)	(4,094,655.46)	(4,520,182.72)	(239,130.16)	289,672.98	50,542.82	-101.1%
F. FUND BALANCE, RESERVES									
1) Beginning Fund Balance									
a) As of July 1 - Unaudited		9791	3,522,680.03	25,252,714.14	28,775,394.17	3,097,152.77	21,158,058.68	24,255,211.45	-15.7%

Description	Function Codes	Object Codes	2023-24 Unaudited Actuals Unrestricted (A)	2023-24 Unaudited Actuals Restricted (B)	2023-24 Unaudited Actuals Total Fund col. A + B (C)	2024-25 Budget Unrestricted (D)	2024-25 Budget Restricted (E)	2024-25 Budget Total Fund col. D + E (F)	% Diff Column C & F
b) Audit Adjustments		9793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			3,522,680.03	25,252,714.14	28,775,394.17	3,097,152.77	21,158,058.68	24,255,211.45	-15.7%
d) Other Restatements		9795	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			3,522,680.03	25,252,714.14	28,775,394.17	3,097,152.77	21,158,058.68	24,255,211.45	-15.7%
2) Ending Balance, June 30 (E + F1e)			3,097,152.77	21,158,058.68	24,255,211.45	2,858,022.61	21,447,731.66	24,305,754.27	0.2%
Components of Ending Fund Balance									
a) Nonspendable									
Revolving Cash		9711	88,433.09	0.00	88,433.09	100,000.00	0.00	100,000.00	13.1%
Stores		9712	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Restricted		9740	0.00	21,158,058.68	21,158,058.68	0.00	21,447,731.66	21,447,731.66	1.4%
c) Committed									
Stabilization Arrangements		9750	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
d) Assigned									
Other Assignments (by Resource/Object)		9780	337,031.00	0.00	337,031.00	399,655.00	0.00	399,655.00	18.6%
e) Unassigned/Unappropriated									
Reserve for Economic Uncertainties		9789	2,671,688.00	0.00	2,671,688.00	2,358,367.00	0.00	2,358,367.00	-11.7%
Unassigned/Unappropriated Amount		9790	.68	0.00	.68	.61	0.00	.61	-10.3%

Resource	Description	2023-24 Unaudited Actuals	2024-25 Budget
2600	Expanded Learning Opportunities Program	11,452,989.34	11,452,989.34
6266	Educator Effectiveness, FY 2021-22	169,884.36	169,884.36
6331	CA Community Schools Partnership Act - Planning Grant	0.00	3,000,000.00
6546	Mental Health-Related Services	279,635.94	77,970.92
6547	Special Education Early Intervention Preschool Grant	991,398.32	991,398.32
6762	Arts, Music, and Instructional Materials Discretionary Block Grant	1,006,601.55	1,006,601.55
6770	Arts and Music in Schools (AMS)-Funding Guarantee and Accountability Act (Prop 28)	690,567.00	690,567.00
7028	Child Nutrition: Kitchen Infrastructure Upgrade Funds	221,522.00	221,522.00
7032	Child Nutrition: Kitchen Infrastructure and Training Funds - 2022 KIT Funds	17,862.00	17,862.00
7121	Distance Learning California Advanced Services Fund	5,076.45	5,076.45
7311	Classified School Employee Professional Development Block Grant	33,138.00	33,138.00
7388	SB 117 COVID-19 LEA Response Funds	5,437.40	5,437.40
7425	Expanded Learning Opportunities (ELO) Grant	47,627.05	47,627.05
7426	Expanded Learning Opportunities (ELO) Grant: Paraprofessional Staff	135,863.62	135,863.62
7435	Learning Recovery Emergency Block Grant	2,292,978.43	384,316.43
8150	Ongoing & Major Maintenance Account (RMA: Education Code Section 17070.75)	570,099.57	570,099.57
9010	Other Restricted Local	3,237,377.65	2,637,377.65
Total, Restricted Balance		21,158,058.68	21,447,731.66

Description	Resource Codes	Object Codes	2023-24 Unaudited Actuals	2024-25 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	124,420.85	0.00	-200.0%
5) TOTAL, REVENUES			124,420.85	0.00	-200.0%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	60,259.87	0.00	-100.0%
5) Services and Other Operating Expenditures		5000-5999	57,823.69	0.00	-100.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			118,083.56	0.00	-200.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			6,337.29	0.00	-100.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			6,337.29	0.00	-100.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	31,384.77	37,722.06	20.2%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			31,384.77	37,722.06	20.2%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			31,384.77	37,722.06	20.2%
2) Ending Balance, June 30 (E + F1e)			37,722.06	37,722.06	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	37,722.06	37,722.06	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%
G. ASSETS					
1) Cash					

Description	Resource Codes	Object Codes	2023-24 Unaudited Actuals	2024-25 Budget	Percent Difference
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	37,722.06		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Lease Receivable		9380	0.00		
10) TOTAL, ASSETS			37,722.06		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenues		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30					
(must agree with line F2) (G10 + H2) - (I6 + J2)			37,722.06		
REVENUES					
Sale of Equipment and Supplies		8631	0.00	0.00	0.0%
All Other Sales		8639	109,390.85	0.00	-100.0%
Interest		8660	0.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.0%
All Other Local Revenue		8699	15,030.00	0.00	-100.0%
TOTAL, REVENUES			124,420.85	0.00	-200.0%
CERTIFICATED SALARIES					
Certificated Teachers' Salaries		1100	0.00	0.00	0.0%
Certificated Pupil Support Salaries		1200	0.00	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.0%
CLASSIFIED SALARIES					
Classified Instructional Salaries		2100	0.00	0.00	0.0%
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2023-24 Unaudited Actuals	2024-25 Budget	Percent Difference
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%
BOOKS AND SUPPLIES					
Materials and Supplies		4300	60,259.87	0.00	-100.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			60,259.87	0.00	-100.0%
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Dues and Memberships		5300	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	57,823.69	0.00	-100.0%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			57,823.69	0.00	-100.0%
CAPITAL OUTLAY					
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS					
Transfers of Indirect Costs - Interfund		7350	0.00	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			0.00	0.00	0.0%
TOTAL, EXPENDITURES			118,083.56	0.00	-200.0%
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.0%
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2023-24 Unaudited Actuals	2024-25 Budget	Percent Difference
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES					
(a- b + c - d + e)			0.00	0.00	0.0%

San Ysidro Elementary
San Diego County

Unaudited Actuals
Student Activity Special Revenue Fund
Expenditures by Function

37 68379 0000000
Form 08
E8AJ4TCBZG(2023-24)

Description	Function Codes	Object Codes	2023-24 Unaudited Actuals	2024-25 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	124,420.85	0.00	-200.0%
5) TOTAL, REVENUES			124,420.85	0.00	-200.0%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		118,083.56	0.00	-100.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			118,083.56	0.00	-100.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			6,337.29	0.00	-100.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			6,337.29	0.00	-100.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	31,384.77	37,722.06	20.2%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			31,384.77	37,722.06	20.2%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			31,384.77	37,722.06	20.2%
2) Ending Balance, June 30 (E + F1e)			37,722.06	37,722.06	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	37,722.06	37,722.06	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2023-24 Unaudited Actuals	2024-25 Budget
8210	Student Activity Funds	37,722.06	37,722.06
Total, Restricted Balance		37,722.06	37,722.06

San Ysidro Elementary
San Diego County

Unaudited Actuals
Child Development Fund
Expenditures by Object

37 68379 0000000
Form 12
E8AJ4TCBZG(2023-24)

Description	Resource Codes	Object Codes	2023-24 Unaudited Actuals	2024-25 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	317,523.95	400,000.00	26.0%
3) Other State Revenue		8300-8599	1,936,133.42	2,000,000.00	3.3%
4) Other Local Revenue		8600-8799	67,536.38	20,000.00	-70.4%
5) TOTAL, REVENUES			2,321,193.75	2,420,000.00	4.3%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	635,875.64	778,758.56	22.5%
2) Classified Salaries		2000-2999	603,191.47	745,389.39	23.6%
3) Employee Benefits		3000-3999	381,616.80	309,992.17	-18.8%
4) Books and Supplies		4000-4999	48,012.89	218,697.80	355.5%
5) Services and Other Operating Expenditures		5000-5999	91,696.43	210,862.08	130.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	83,063.00	156,300.00	88.2%
9) TOTAL, EXPENDITURES			1,843,456.23	2,420,000.00	31.3%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			477,737.52	0.00	-100.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			477,737.52	0.00	-100.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	399,171.57	876,909.09	119.7%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			399,171.57	876,909.09	119.7%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			399,171.57	876,909.09	119.7%
2) Ending Balance, June 30 (E + F1e)			876,909.09	876,909.09	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	876,909.09	876,909.09	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%
G. ASSETS					
1) Cash					
a) in County Treasury		9110	2,231,825.78		
1) Fair Value Adjustment to Cash in County Treasury		9111	(33,644.00)		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		

Description	Resource Codes	Object Codes	2023-24 Unaudited Actuals	2024-25 Budget	Percent Difference
3) Accounts Receivable		9200	195,543.69		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Lease Receivable		9380	0.00		
10) TOTAL, ASSETS			2,393,725.47		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	58,787.91		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	93,468.70		
4) Current Loans		9640			
5) Unearned Revenue		9650	1,364,559.77		
6) TOTAL, LIABILITIES			1,516,816.38		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
(must agree with line F2) (G10 + H2) - (I6 + J2)			876,909.09		
FEDERAL REVENUE					
Child Nutrition Programs		8220	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	317,523.95	400,000.00	26.0%
Title I, Part A, Basic	3010	8290	0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			317,523.95	400,000.00	26.0%
OTHER STATE REVENUE					
Child Nutrition Programs		8520	0.00	0.00	0.0%
Child Development Apportionments		8530	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.0%
State Preschool	6105	8590	1,385,341.42	2,000,000.00	44.4%
All Other State Revenue	All Other	8590	550,792.00	0.00	-100.0%
TOTAL, OTHER STATE REVENUE			1,936,133.42	2,000,000.00	3.3%
OTHER LOCAL REVENUE					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.0%
Interest		8660	43,863.35	20,000.00	-54.4%
Net Increase (Decrease) in the Fair Value of Investments		8662	(3,725.00)	0.00	-100.0%
Fees and Contracts					
Child Development Parent Fees		8673	0.00	0.00	0.0%
Interagency Services		8677	25,976.97	0.00	-100.0%
All Other Fees and Contracts		8689	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	1,421.06	0.00	-100.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			67,536.38	20,000.00	-70.4%
TOTAL, REVENUES			2,321,193.75	2,420,000.00	4.3%
CERTIFICATED SALARIES					
Certificated Teachers' Salaries		1100	471,548.46	626,382.11	32.8%
Certificated Pupil Support Salaries		1200	0.00	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	164,327.18	152,376.45	-7.3%
Other Certificated Salaries		1900	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			635,875.64	778,758.56	22.5%
CLASSIFIED SALARIES					
Classified Instructional Salaries		2100	391,539.20	465,108.30	18.8%

Description	Resource Codes	Object Codes	2023-24 Unaudited Actuals	2024-25 Budget	Percent Difference
Classified Support Salaries		2200	152,777.40	218,285.70	42.9%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	58,874.87	61,995.39	5.3%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			603,191.47	745,389.39	23.6%
EMPLOYEE BENEFITS					
STRS		3101-3102	94,520.87	61,821.33	-34.6%
PERS		3201-3202	88,652.28	88,265.83	-0.4%
OASDI/Medicare/Alternative		3301-3302	42,395.72	42,674.55	0.7%
Health and Welfare Benefits		3401-3402	114,510.81	92,000.00	-19.7%
Unemployment Insurance		3501-3502	598.62	487.08	-18.6%
Workers' Compensation		3601-3602	30,532.80	24,743.38	-19.0%
OPEB, Allocated		3701-3702	10,405.70	0.00	-100.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			381,616.80	309,992.17	-18.8%
BOOKS AND SUPPLIES					
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	42,292.08	218,697.80	417.1%
Noncapitalized Equipment		4400	5,720.81	0.00	-100.0%
Food		4700	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			48,012.89	218,697.80	355.5%
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	1,086.43	0.00	-100.0%
Dues and Memberships		5300	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	90,610.00	210,862.08	132.7%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			91,696.43	210,862.08	130.0%
CAPITAL OUTLAY					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS					
Transfers of Indirect Costs - Interfund		7350	83,063.00	156,300.00	88.2%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			83,063.00	156,300.00	88.2%
TOTAL, EXPENDITURES			1,843,456.23	2,420,000.00	31.3%
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
From: General Fund		8911	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2023-24 Unaudited Actuals	2024-25 Budget	Percent Difference
INTERFUND TRANSFERS OUT					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

San Ysidro Elementary
San Diego County

Unaudited Actuals
Child Development Fund
Expenditures by Function

37 68379 0000000
Form 12
E8AJ4TCBZG(2023-24)

Description	Function Codes	Object Codes	2023-24 Unaudited Actuals	2024-25 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	317,523.95	400,000.00	26.0%
3) Other State Revenue		8300-8599	1,936,133.42	2,000,000.00	3.3%
4) Other Local Revenue		8600-8799	67,536.38	20,000.00	-70.4%
5) TOTAL, REVENUES			2,321,193.75	2,420,000.00	4.3%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		1,254,157.47	1,662,656.64	32.6%
2) Instruction - Related Services	2000-2999		281,919.33	284,714.81	1.0%
3) Pupil Services	3000-3999		111,865.81	216,382.30	93.4%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		83,063.00	156,300.00	88.2%
8) Plant Services	8000-8999		112,450.62	99,946.25	-11.1%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			1,843,456.23	2,420,000.00	31.3%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			477,737.52	0.00	-100.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			477,737.52	0.00	-100.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	399,171.57	876,909.09	119.7%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			399,171.57	876,909.09	119.7%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			399,171.57	876,909.09	119.7%
2) Ending Balance, June 30 (E + F1e)			876,909.09	876,909.09	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	876,909.09	876,909.09	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2023-24 Unaudited Actuals	2024-25 Budget
5058	Early Education: Coronavirus Response and Relief Supplemental Appropriations (CRRSA) Act - One-time Stipend	84,341.25	84,341.25
5059	Early Education: ARP California State Preschool Program One-time Stipend	.17	.17
6130	Early Education: Center-Based Reserve Account	241,775.67	241,775.67
7810	Other Restricted State	550,792.00	550,792.00
Total, Restricted Balance		876,909.09	876,909.09

San Ysidro Elementary
San Diego County

Unaudited Actuals
Child Development Fund
Expenditures by Object

37 68379 0000000
Form 12
E8AJ4TCBZG(2023-24)

Description	Resource Codes	Object Codes	2023-24 Unaudited Actuals	2024-25 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	317,523.95	400,000.00	26.0%
3) Other State Revenue		8300-8599	1,936,133.42	2,000,000.00	3.3%
4) Other Local Revenue		8600-8799	67,536.38	20,000.00	-70.4%
5) TOTAL, REVENUES			2,321,193.75	2,420,000.00	4.3%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	635,875.64	778,758.56	22.5%
2) Classified Salaries		2000-2999	603,191.47	745,389.39	23.6%
3) Employee Benefits		3000-3999	381,616.80	309,992.17	-18.8%
4) Books and Supplies		4000-4999	48,012.89	218,697.80	355.5%
5) Services and Other Operating Expenditures		5000-5999	91,696.43	210,862.08	130.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	83,063.00	156,300.00	88.2%
9) TOTAL, EXPENDITURES			1,843,456.23	2,420,000.00	31.3%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			477,737.52	0.00	-100.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			477,737.52	0.00	-100.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	399,171.57	876,909.09	119.7%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			399,171.57	876,909.09	119.7%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			399,171.57	876,909.09	119.7%
2) Ending Balance, June 30 (E + F1e)			876,909.09	876,909.09	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	876,909.09	876,909.09	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%
G. ASSETS					
1) Cash					
a) in County Treasury		9110	2,231,825.78		
1) Fair Value Adjustment to Cash in County Treasury		9111	(33,644.00)		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		

Description	Resource Codes	Object Codes	2023-24 Unaudited Actuals	2024-25 Budget	Percent Difference
3) Accounts Receivable		9200	195,543.69		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Lease Receivable		9380	0.00		
10) TOTAL, ASSETS			2,393,725.47		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	58,787.91		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	93,468.70		
4) Current Loans		9640			
5) Unearned Revenue		9650	1,364,559.77		
6) TOTAL, LIABILITIES			1,516,816.38		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
(must agree with line F2) (G10 + H2) - (I6 + J2)			876,909.09		
FEDERAL REVENUE					
Child Nutrition Programs		8220	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	317,523.95	400,000.00	26.0%
Title I, Part A, Basic	3010	8290	0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			317,523.95	400,000.00	26.0%
OTHER STATE REVENUE					
Child Nutrition Programs		8520	0.00	0.00	0.0%
Child Development Apportionments		8530	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.0%
State Preschool	6105	8590	1,385,341.42	2,000,000.00	44.4%
All Other State Revenue	All Other	8590	550,792.00	0.00	-100.0%
TOTAL, OTHER STATE REVENUE			1,936,133.42	2,000,000.00	3.3%
OTHER LOCAL REVENUE					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.0%
Interest		8660	43,863.35	20,000.00	-54.4%
Net Increase (Decrease) in the Fair Value of Investments		8662	(3,725.00)	0.00	-100.0%
Fees and Contracts					
Child Development Parent Fees		8673	0.00	0.00	0.0%
Interagency Services		8677	25,976.97	0.00	-100.0%
All Other Fees and Contracts		8689	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	1,421.06	0.00	-100.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			67,536.38	20,000.00	-70.4%
TOTAL, REVENUES			2,321,193.75	2,420,000.00	4.3%
CERTIFICATED SALARIES					
Certificated Teachers' Salaries		1100	471,548.46	626,382.11	32.8%
Certificated Pupil Support Salaries		1200	0.00	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	164,327.18	152,376.45	-7.3%
Other Certificated Salaries		1900	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			635,875.64	778,758.56	22.5%
CLASSIFIED SALARIES					
Classified Instructional Salaries		2100	391,539.20	465,108.30	18.8%

Description	Resource Codes	Object Codes	2023-24 Unaudited Actuals	2024-25 Budget	Percent Difference
Classified Support Salaries		2200	152,777.40	218,285.70	42.9%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	58,874.87	61,995.39	5.3%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			603,191.47	745,389.39	23.6%
EMPLOYEE BENEFITS					
STRS		3101-3102	94,520.87	61,821.33	-34.6%
PERS		3201-3202	88,652.28	88,265.83	-0.4%
OASDI/Medicare/Alternative		3301-3302	42,395.72	42,674.55	0.7%
Health and Welfare Benefits		3401-3402	114,510.81	92,000.00	-19.7%
Unemployment Insurance		3501-3502	598.62	487.08	-18.6%
Workers' Compensation		3601-3602	30,532.80	24,743.38	-19.0%
OPEB, Allocated		3701-3702	10,405.70	0.00	-100.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			381,616.80	309,992.17	-18.8%
BOOKS AND SUPPLIES					
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	42,292.08	218,697.80	417.1%
Noncapitalized Equipment		4400	5,720.81	0.00	-100.0%
Food		4700	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			48,012.89	218,697.80	355.5%
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	1,086.43	0.00	-100.0%
Dues and Memberships		5300	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	90,610.00	210,862.08	132.7%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			91,696.43	210,862.08	130.0%
CAPITAL OUTLAY					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS					
Transfers of Indirect Costs - Interfund		7350	83,063.00	156,300.00	88.2%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			83,063.00	156,300.00	88.2%
TOTAL, EXPENDITURES			1,843,456.23	2,420,000.00	31.3%
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
From: General Fund		8911	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2023-24 Unaudited Actuals	2024-25 Budget	Percent Difference
INTERFUND TRANSFERS OUT					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

San Ysidro Elementary
San Diego County

Unaudited Actuals
Child Development Fund
Expenditures by Function

37 68379 0000000
Form 12
E8AJ4TCBZG(2023-24)

Description	Function Codes	Object Codes	2023-24 Unaudited Actuals	2024-25 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	317,523.95	400,000.00	26.0%
3) Other State Revenue		8300-8599	1,936,133.42	2,000,000.00	3.3%
4) Other Local Revenue		8600-8799	67,536.38	20,000.00	-70.4%
5) TOTAL, REVENUES			2,321,193.75	2,420,000.00	4.3%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		1,254,157.47	1,662,656.64	32.6%
2) Instruction - Related Services	2000-2999		281,919.33	284,714.81	1.0%
3) Pupil Services	3000-3999		111,865.81	216,382.30	93.4%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		83,063.00	156,300.00	88.2%
8) Plant Services	8000-8999		112,450.62	99,946.25	-11.1%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			1,843,456.23	2,420,000.00	31.3%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			477,737.52	0.00	-100.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			477,737.52	0.00	-100.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	399,171.57	876,909.09	119.7%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			399,171.57	876,909.09	119.7%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			399,171.57	876,909.09	119.7%
2) Ending Balance, June 30 (E + F1e)			876,909.09	876,909.09	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	876,909.09	876,909.09	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2023-24 Unaudited Actuals	2024-25 Budget
5058	Early Education: Coronavirus Response and Relief Supplemental Appropriations (CRRSA) Act - One-time Stipend	84,341.25	84,341.25
5059	Early Education: ARP California State Preschool Program One-time Stipend	.17	.17
6130	Early Education: Center-Based Reserve Account	241,775.67	241,775.67
7810	Other Restricted State	550,792.00	550,792.00
Total, Restricted Balance		876,909.09	876,909.09

San Ysidro Elementary
San Diego County

Unaudited Actuals
Cafeteria Special Revenue Fund
Expenditures by Object

37 68379 0000000
Form 13
E8AJ4TCBZG(2023-24)

Description	Resource Codes	Object Codes	2023-24 Unaudited Actuals	2024-25 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	3,310,556.29	2,435,000.00	-26.4%
3) Other State Revenue		8300-8599	1,568,424.08	1,150,000.00	-26.7%
4) Other Local Revenue		8600-8799	104,630.30	46,000.00	-56.0%
5) TOTAL, REVENUES			4,983,610.67	3,631,000.00	-27.1%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	13,709.05	60,407.54	340.6%
2) Classified Salaries		2000-2999	1,264,530.00	1,138,258.13	-10.0%
3) Employee Benefits		3000-3999	592,192.81	696,435.43	17.6%
4) Books and Supplies		4000-4999	1,891,284.17	1,725,000.00	-8.8%
5) Services and Other Operating Expenditures		5000-5999	50,785.23	45,000.00	-11.4%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	96,665.00	202,850.00	109.8%
9) TOTAL, EXPENDITURES			3,909,166.26	3,867,951.10	-1.1%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			1,074,444.41	(236,951.10)	-122.1%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			1,074,444.41	(236,951.10)	-122.1%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	1,107,796.90	3,161,634.31	185.4%
b) Audit Adjustments		9793	979,393.00	0.00	-100.0%
c) As of July 1 - Audited (F1a + F1b)			2,087,189.90	3,161,634.31	51.5%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			2,087,189.90	3,161,634.31	51.5%
2) Ending Balance, June 30 (E + F1e)			3,161,634.31	2,924,683.21	-7.5%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	30,562.11	0.00	-100.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	3,131,072.20	2,924,683.21	-6.6%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%
G. ASSETS					
1) Cash					
a) in County Treasury		9110	2,094,632.65		
1) Fair Value Adjustment to Cash in County Treasury		9111	(31,576.00)		
b) in Banks		9120	1,000.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		

Description	Resource Codes	Object Codes	2023-24 Unaudited Actuals	2024-25 Budget	Percent Difference
3) Accounts Receivable		9200	1,285,034.74		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	30,562.11		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Lease Receivable		9380	0.00		
10) TOTAL, ASSETS			3,379,653.50		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	71,797.43		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	107,399.67		
4) Current Loans		9640			
5) Unearned Revenue		9650	38,822.09		
6) TOTAL, LIABILITIES			218,019.19		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
(must agree with line F2) (G10 + H2) - (I6 + J2)			3,161,634.31		
FEDERAL REVENUE					
Child Nutrition Programs		8220	3,310,556.29	2,435,000.00	-26.4%
Donated Food Commodities		8221	0.00	0.00	0.0%
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			3,310,556.29	2,435,000.00	-26.4%
OTHER STATE REVENUE					
Child Nutrition Programs		8520	1,568,424.08	1,150,000.00	-26.7%
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			1,568,424.08	1,150,000.00	-26.7%
OTHER LOCAL REVENUE					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Food Service Sales		8634	498.50	1,000.00	100.6%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	78,364.80	45,000.00	-42.6%
Net Increase (Decrease) in the Fair Value of Investments		8662	25,767.00	0.00	-100.0%
Fees and Contracts					
Interagency Services		8677	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			104,630.30	46,000.00	-56.0%
TOTAL, REVENUES			4,983,610.67	3,631,000.00	-27.1%
CERTIFICATED SALARIES					
Certificated Supervisors' and Administrators' Salaries		1300	13,709.05	60,407.54	340.6%
Other Certificated Salaries		1900	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			13,709.05	60,407.54	340.6%
CLASSIFIED SALARIES					
Classified Support Salaries		2200	1,056,518.09	939,265.47	-11.1%
Classified Supervisors' and Administrators' Salaries		2300	126,088.29	142,150.79	12.7%
Clerical, Technical and Office Salaries		2400	81,923.62	56,841.87	-30.6%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			1,264,530.00	1,138,258.13	-10.0%
EMPLOYEE BENEFITS					
STRS		3101-3102	2,591.61	11,537.84	345.2%
PERS		3201-3202	261,161.81	313,047.59	19.9%
OASDI/Medicare/Alternative		3301-3302	84,830.27	98,731.69	16.4%

Description	Resource Codes	Object Codes	2023-24 Unaudited Actuals	2024-25 Budget	Percent Difference
Health and Welfare Benefits		3401-3402	199,696.65	241,500.00	20.9%
Unemployment Insurance		3501-3502	638.04	569.16	-10.8%
Workers' Compensation		3601-3602	32,539.76	31,049.15	-4.6%
OPEB, Allocated		3701-3702	10,734.67	0.00	-100.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			592,192.81	696,435.43	17.6%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	113,267.67	0.00	-100.0%
Noncapitalized Equipment		4400	3,934.08	0.00	-100.0%
Food		4700	1,774,082.42	1,725,000.00	-2.8%
TOTAL, BOOKS AND SUPPLIES			1,891,284.17	1,725,000.00	-8.8%
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	15,684.21	0.00	-100.0%
Dues and Memberships		5300	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	3,276.00	0.00	-100.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	98,847.02	20,000.00	-79.8%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	(73,191.50)	0.00	-100.0%
Professional/Consulting Services and Operating Expenditures		5800	6,169.50	25,000.00	305.2%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			50,785.23	45,000.00	-11.4%
CAPITAL OUTLAY					
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS					
Transfers of Indirect Costs - Interfund		7350	96,665.00	202,850.00	109.8%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			96,665.00	202,850.00	109.8%
TOTAL, EXPENDITURES			3,909,166.26	3,867,951.10	-1.1%
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
From: General Fund		8916	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Leases		8972	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2023-24 Unaudited Actuals	2024-25 Budget	Percent Difference
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2023-24 Unaudited Actuals	2024-25 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	3,310,556.29	2,435,000.00	-26.4%
3) Other State Revenue		8300-8599	1,568,424.08	1,150,000.00	-26.7%
4) Other Local Revenue		8600-8799	104,630.30	46,000.00	-56.0%
5) TOTAL, REVENUES			4,983,610.67	3,631,000.00	-27.1%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		3,809,225.26	3,665,101.10	-3.8%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		96,665.00	202,850.00	109.8%
8) Plant Services	8000-8999		3,276.00	0.00	-100.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			3,909,166.26	3,867,951.10	-1.1%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			1,074,444.41	(236,951.10)	-122.1%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			1,074,444.41	(236,951.10)	-122.1%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	1,107,796.90	3,161,634.31	185.4%
b) Audit Adjustments		9793	979,393.00	0.00	-100.0%
c) As of July 1 - Audited (F1a + F1b)			2,087,189.90	3,161,634.31	51.5%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			2,087,189.90	3,161,634.31	51.5%
2) Ending Balance, June 30 (E + F1e)			3,161,634.31	2,924,683.21	-7.5%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	30,562.11	0.00	-100.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	3,131,072.20	2,924,683.21	-6.6%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2023-24 Unaudited Actuals	2024-25 Budget
5310	Child Nutrition: School Programs (e.g., School Lunch, School Breakfast, Milk, Pregnant & Lactating Students)	1,582,736.97	1,376,347.98
5316	Child Nutrition: COVID CARES Act Supplemental Meal Reimbursement	7,834.50	7,834.50
5320	Child Nutrition: Child Care Food Program (CCFP) Claims-Centers and Family Day Care Homes (Meal Reimbursements)	152,014.39	152,014.39
5465	Child Nutrition: SNP COVID-19 Emergency Operational Costs Reimbursement (ECR)	32,476.75	32,476.75
5466	Child Nutrition: Supply Chain Assistance (SCA) Funds	343,965.16	343,965.16
5810	Other Restricted Federal	3,063.00	3,063.00
7027	Child Nutrition: COVID State Supplemental Meal Reimbursement	312,419.73	312,419.73
7032	Child Nutrition: Kitchen Infrastructure and Training Funds - 2022 KIT Funds	543,134.24	543,134.24
7033	Child Nutrition: School Food Best Practices Apportionment	141,537.47	141,537.47
9010	Other Restricted Local	11,889.99	11,889.99
Total, Restricted Balance		3,131,072.20	2,924,683.21

San Ysidro Elementary
San Diego County

Unaudited Actuals
Building Fund
Expenditures by Object

37 68379 0000000
Form 21
E8AJ4TCBZG(2023-24)

Description	Resource Codes	Object Codes	2023-24 Unaudited Actuals	2024-25 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	1,163,596.93	700,000.00	-39.8%
5) TOTAL, REVENUES			1,163,596.93	700,000.00	-39.8%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	45,444.34	69,890.00	53.8%
3) Employee Benefits		3000-3999	25,925.85	34,413.94	32.7%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	368,239.04	0.00	-100.0%
6) Capital Outlay		6000-6999	1,550,680.00	0.00	-100.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			1,990,289.23	104,303.94	-94.8%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(826,692.30)	595,696.06	-172.1%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	30,000,000.00	0.00	-100.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			30,000,000.00	0.00	-100.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			29,173,307.70	595,696.06	-98.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	16,931,254.27	46,104,561.97	172.3%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			16,931,254.27	46,104,561.97	172.3%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			16,931,254.27	46,104,561.97	172.3%
2) Ending Balance, June 30 (E + F1e)			46,104,561.97	46,700,258.03	1.3%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	46,104,561.97	46,700,258.03	1.3%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%
G. ASSETS					
1) Cash					
a) in County Treasury		9110	45,464,383.25		
1) Fair Value Adjustment to Cash in County Treasury		9111	(685,358.00)		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		

Description	Resource Codes	Object Codes	2023-24 Unaudited Actuals	2024-25 Budget	Percent Difference
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	1,538,132.39		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Lease Receivable		9380	0.00		
10) TOTAL, ASSETS			46,317,157.64		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	212,135.23		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	460.44		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			212,595.67		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (must agree with line F2) (G10 + H2) - (I6 + J2)			46,104,561.97		
FEDERAL REVENUE					
FEMA		8281	0.00	0.00	0.0%
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
OTHER STATE REVENUE					
Tax Relief Subventions					
Restricted Levies - Other					
Homeowners' Exemptions		8575	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
Other Local Revenue					
County and District Taxes					
Other Restricted Levies					
Secured Roll		8615	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.0%
Non-Ad Valorem Taxes					
Parcel Taxes		8621	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.0%
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	1,318,933.93	700,000.00	-46.9%
Net Increase (Decrease) in the Fair Value of Investments		8662	(155,337.00)	0.00	-100.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			1,163,596.93	700,000.00	-39.8%
TOTAL, REVENUES			1,163,596.93	700,000.00	-39.8%
CLASSIFIED SALARIES					
Classified Support Salaries		2200	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2023-24 Unaudited Actuals	2024-25 Budget	Percent Difference
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	45,444.34	69,890.00	53.8%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			45,444.34	69,890.00	53.8%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	13,350.50	18,057.20	35.3%
OASDI/Medicare/Alternative		3301-3302	1,893.45	5,346.60	182.4%
Health and Welfare Benefits		3401-3402	9,118.70	9,200.00	0.9%
Unemployment Insurance		3501-3502	22.74	34.94	53.6%
Workers' Compensation		3601-3602	1,158.82	1,775.20	53.2%
OPEB, Allocated		3701-3702	381.64	0.00	-100.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			25,925.85	34,413.94	32.7%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	368,239.04	0.00	-100.0%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			368,239.04	0.00	-100.0%
CAPITAL OUTLAY					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	1,550,680.00	0.00	-100.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			1,550,680.00	0.00	-100.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Repayment of State School Building Fund Aid - Proceeds from Bonds		7435	0.00	0.00	0.0%
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
TOTAL, EXPENDITURES			1,990,289.23	104,303.94	-94.8%
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
To: State School Building Fund/County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					

San Ysidro Elementary
San Diego County

Unaudited Actuals
Building Fund
Expenditures by Object

37 68379 0000000
Form 21
E8AJ4TCBZG(2023-24)

Description	Resource Codes	Object Codes	2023-24 Unaudited Actuals	2024-25 Budget	Percent Difference
Proceeds					
Proceeds from Sale of Bonds		8951	30,000,000.00	0.00	-100.0%
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.0%
Other Sources					
County School Bldg Aid		8961	0.00	0.00	0.0%
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			30,000,000.00	0.00	-100.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			30,000,000.00	0.00	-100.0%

Description	Function Codes	Object Codes	2023-24 Unaudited Actuals	2024-25 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	1,163,596.93	700,000.00	-39.8%
5) TOTAL, REVENUES			1,163,596.93	700,000.00	-39.8%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		1,710,289.23	104,303.94	-93.9%
9) Other Outgo	9000-9999	Except 7600-7699	280,000.00	0.00	-100.0%
10) TOTAL, EXPENDITURES			1,990,289.23	104,303.94	-94.8%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 -B10)			(826,692.30)	595,696.06	-172.1%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	30,000,000.00	0.00	-100.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			30,000,000.00	0.00	-100.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			29,173,307.70	595,696.06	-98.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	16,931,254.27	46,104,561.97	172.3%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			16,931,254.27	46,104,561.97	172.3%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			16,931,254.27	46,104,561.97	172.3%
2) Ending Balance, June 30 (E + F1e)			46,104,561.97	46,700,258.03	1.3%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	46,104,561.97	46,700,258.03	1.3%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2023-24 Unaudited Actuals	2024-25 Budget
9010	Other Restricted Local	46,104,561.97	46,700,258.03
Total, Restricted Balance		46,104,561.97	46,700,258.03

San Ysidro Elementary
San Diego County

Unaudited Actuals
Capital Facilities Fund
Expenditures by Object

37 68379 0000000
Form 25
E8AJ4TCBZG(2023-24)

Description	Resource Codes	Object Codes	2023-24 Unaudited Actuals	2024-25 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	1,886,424.76	100,000.00	-94.7%
5) TOTAL, REVENUES			1,886,424.76	100,000.00	-94.7%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	15,464.50	0.00	-100.0%
6) Capital Outlay		6000-6999	5,477.50	0.00	-100.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			20,942.00	0.00	-100.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			1,865,482.76	100,000.00	-94.6%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	54,637.00	0.00	-100.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(54,637.00)	0.00	-100.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			1,810,845.76	100,000.00	-94.5%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	7,223,045.06	9,033,890.82	25.1%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			7,223,045.06	9,033,890.82	25.1%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			7,223,045.06	9,033,890.82	25.1%
2) Ending Balance, June 30 (E + F1e)			9,033,890.82	9,133,890.82	1.1%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	9,033,890.82	9,133,890.82	1.1%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%
G. ASSETS					
1) Cash					
a) in County Treasury		9110	9,236,330.82		
1) Fair Value Adjustment to Cash in County Treasury		9111	(139,234.00)		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		

Description	Resource Codes	Object Codes	2023-24 Unaudited Actuals	2024-25 Budget	Percent Difference
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Lease Receivable		9380	0.00		
10) TOTAL, ASSETS			9,097,096.82		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	8,569.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	54,637.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			63,206.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (must agree with line F2) (G10 + H2) - (I6 + J2)			9,033,890.82		
OTHER STATE REVENUE					
Tax Relief Subventions					
Restricted Levies - Other					
Homeowners' Exemptions		8575	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
Other Local Revenue					
County and District Taxes					
Other Restricted Levies					
Secured Roll		8615	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.0%
Non-Ad Valorem Taxes					
Parcel Taxes		8621	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.0%
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Interest		8660	258,681.04	100,000.00	-61.3%
Net Increase (Decrease) in the Fair Value of Investments		8662	65,167.00	0.00	-100.0%
Fees and Contracts					
Mitigation/Developer Fees		8681	1,562,576.72	0.00	-100.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			1,886,424.76	100,000.00	-94.7%
TOTAL, REVENUES			1,886,424.76	100,000.00	-94.7%
CERTIFICATED SALARIES					
Other Certificated Salaries		1900	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.0%
CLASSIFIED SALARIES					
Classified Support Salaries		2200	0.00	0.00	0.0%

San Ysidro Elementary
San Diego County

Unaudited Actuals
Capital Facilities Fund
Expenditures by Object

37 68379 0000000
Form 25
E8AJ4TCBZG(2023-24)

Description	Resource Codes	Object Codes	2023-24 Unaudited Actuals	2024-25 Budget	Percent Difference
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%
BOOKS AND SUPPLIES					
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	15,464.50	0.00	-100.0%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			15,464.50	0.00	-100.0%
CAPITAL OUTLAY					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	5,477.50	0.00	-100.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			5,477.50	0.00	-100.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
TOTAL, EXPENDITURES			20,942.00	0.00	-100.0%
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
To: State School Building Fund/County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	54,637.00	0.00	-100.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			54,637.00	0.00	-100.0%
OTHER SOURCES/USES					
SOURCES					

Description	Resource Codes	Object Codes	2023-24 Unaudited Actuals	2024-25 Budget	Percent Difference
Proceeds					
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.0%
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			(54,637.00)	0.00	-100.0%

Description	Function Codes	Object Codes	2023-24 Unaudited Actuals	2024-25 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	1,886,424.76	100,000.00	-94.7%
5) TOTAL, REVENUES			1,886,424.76	100,000.00	-94.7%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		15,464.50	0.00	-100.0%
8) Plant Services	8000-8999		5,477.50	0.00	-100.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			20,942.00	0.00	-100.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 -B10)			1,865,482.76	100,000.00	-94.6%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	54,637.00	0.00	-100.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(54,637.00)	0.00	-100.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			1,810,845.76	100,000.00	-94.5%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	7,223,045.06	9,033,890.82	25.1%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			7,223,045.06	9,033,890.82	25.1%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			7,223,045.06	9,033,890.82	25.1%
2) Ending Balance, June 30 (E + F1e)			9,033,890.82	9,133,890.82	1.1%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	9,033,890.82	9,133,890.82	1.1%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2023-24 Unaudited Actuals	2024-25 Budget
9010	Other Restricted Local	9,033,890.82	9,133,890.82
Total, Restricted Balance		9,033,890.82	9,133,890.82

San Ysidro Elementary
San Diego County

Unaudited Actuals
County School Facilities Fund
Expenditures by Object

37 68379 0000000
Form 35
E8AJ4TCBZG(2023-24)

Description	Resource Codes	Object Codes	2023-24 Unaudited Actuals	2024-25 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	48,200.82	5,000.00	-89.6%
5) TOTAL, REVENUES			48,200.82	5,000.00	-89.6%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			0.00	0.00	0.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			48,200.82	5,000.00	-89.6%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			48,200.82	5,000.00	-89.6%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	114,711.40	162,912.22	42.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			114,711.40	162,912.22	42.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			114,711.40	162,912.22	42.0%
2) Ending Balance, June 30 (E + F1e)			162,912.22	167,912.22	3.1%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	162,912.22	167,912.22	3.1%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%
G. ASSETS					
1) Cash					
a) in County Treasury		9110	165,405.22		
1) Fair Value Adjustment to Cash in County Treasury		9111	(2,493.00)		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		

Description	Resource Codes	Object Codes	2023-24 Unaudited Actuals	2024-25 Budget	Percent Difference
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Lease Receivable		9380	0.00		
10) TOTAL, ASSETS			162,912.22		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (must agree with line F2) (G10 + H2) - (I6 + J2)			162,912.22		
FEDERAL REVENUE					
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
OTHER STATE REVENUE					
School Facilities Apportionments		8545	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	47,477.82	5,000.00	-89.5%
Net Increase (Decrease) in the Fair Value of Investments		8662	723.00	0.00	-100.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			48,200.82	5,000.00	-89.6%
TOTAL, REVENUES			48,200.82	5,000.00	-89.6%
CLASSIFIED SALARIES					
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2023-24 Unaudited Actuals	2024-25 Budget	Percent Difference
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	0.0%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			0.00	0.00	0.0%
CAPITAL OUTLAY					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
Transfers of Pass-Through Revenues					
To Districts or Charter Schools		7211	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
TOTAL, EXPENDITURES			0.00	0.00	0.0%
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
To: State School Building Fund/County School Facilities Fund From: All Other Funds		8913	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
To: State School Building Fund/County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Proceeds					
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.0%
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2023-24 Unaudited Actuals	2024-25 Budget	Percent Difference
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2023-24 Unaudited Actuals	2024-25 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	48,200.82	5,000.00	-89.6%
5) TOTAL, REVENUES			48,200.82	5,000.00	-89.6%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			0.00	0.00	0.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 -B10)			48,200.82	5,000.00	-89.6%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			48,200.82	5,000.00	-89.6%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	114,711.40	162,912.22	42.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			114,711.40	162,912.22	42.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			114,711.40	162,912.22	42.0%
2) Ending Balance, June 30 (E + F1e)			162,912.22	167,912.22	3.1%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	162,912.22	167,912.22	3.1%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2023-24 Unaudited Actuals	2024-25 Budget
7710	State School Facilities Projects	114,708.82	119,708.82
9010	Other Restricted Local	48,203.40	48,203.40
Total, Restricted Balance		162,912.22	167,912.22

Description	Resource Codes	Object Codes	2023-24 Unaudited Actuals	2024-25 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	251,764.78	100,000.00	-60.3%
5) TOTAL, REVENUES			251,764.78	100,000.00	-60.3%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			0.00	0.00	0.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			251,764.78	100,000.00	-60.3%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			251,764.78	100,000.00	-60.3%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	6,176,047.68	6,427,812.46	4.1%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			6,176,047.68	6,427,812.46	4.1%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			6,176,047.68	6,427,812.46	4.1%
2) Ending Balance, June 30 (E + F1e)			6,427,812.46	6,527,812.46	1.6%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	6,427,812.46	6,527,812.46	1.6%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%
G. ASSETS					
1) Cash					
a) in County Treasury		9110	6,526,192.46		
1) Fair Value Adjustment to Cash in County Treasury		9111	(98,380.00)		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		

Description	Resource Codes	Object Codes	2023-24 Unaudited Actuals	2024-25 Budget	Percent Difference
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Lease Receivable		9380	0.00		
10) TOTAL, ASSETS			6,427,812.46		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (must agree with line F2) (G10 + H2) - (I6 + J2)			6,427,812.46		
FEDERAL REVENUE					
FEMA		8281	0.00	0.00	0.0%
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
OTHER STATE REVENUE					
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.0%
California Clean Energy Jobs Act	6230	8590	0.00	0.00	0.0%
All Other State Revenue	All Other	8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
Other Local Revenue					
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.0%
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	176,968.78	100,000.00	-43.5%
Net Increase (Decrease) in the Fair Value of Investments		8662	74,796.00	0.00	-100.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			251,764.78	100,000.00	-60.3%
TOTAL, REVENUES			251,764.78	100,000.00	-60.3%
CLASSIFIED SALARIES					
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2023-24 Unaudited Actuals	2024-25 Budget	Percent Difference
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	0.0%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			0.00	0.00	0.0%
CAPITAL OUTLAY					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
Transfers of Pass-Through Revenues					
To Districts or Charter Schools		7211	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
TOTAL, EXPENDITURES			0.00	0.00	0.0%
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
From: General Fund/CSSF		8912	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
To: General Fund/CSSF		7612	0.00	0.00	0.0%
To: State School Building Fund/County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Proceeds					
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.0%
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2023-24 Unaudited Actuals	2024-25 Budget	Percent Difference
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2023-24 Unaudited Actuals	2024-25 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	251,764.78	100,000.00	-60.3%
5) TOTAL, REVENUES			251,764.78	100,000.00	-60.3%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			0.00	0.00	0.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 -B10)			251,764.78	100,000.00	-60.3%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			251,764.78	100,000.00	-60.3%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	6,176,047.68	6,427,812.46	4.1%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			6,176,047.68	6,427,812.46	4.1%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			6,176,047.68	6,427,812.46	4.1%
2) Ending Balance, June 30 (E + F1e)			6,427,812.46	6,527,812.46	1.6%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	6,427,812.46	6,527,812.46	1.6%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2023-24 Unaudited Actuals	2024-25 Budget
9010	Other Restricted Local	6,427,812.46	6,527,812.46
Total, Restricted Balance		6,427,812.46	6,527,812.46

San Ysidro Elementary
San Diego County

Unaudited Actuals
Capital Project Fund for Blended Component Units
Expenditures by Object

37 68379 0000000
Form 49
E8AJ4TCBZG(2023-24)

Description	Resource Codes	Object Codes	2023-24 Unaudited Actuals	2024-25 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	4,208,693.68	4,524,500.00	7.5%
5) TOTAL, REVENUES			4,208,693.68	4,524,500.00	7.5%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	4,400,000.00	New
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			0.00	4,400,000.00	New
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			4,208,693.68	124,500.00	-97.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	3,279,193.35	0.00	-100.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(3,279,193.35)	0.00	-100.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			929,500.33	124,500.00	-86.6%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	5,074,804.15	6,004,304.48	18.3%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			5,074,804.15	6,004,304.48	18.3%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			5,074,804.15	6,004,304.48	18.3%
2) Ending Balance, June 30 (E + F1e)			6,004,304.48	6,128,804.48	2.1%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	6,004,304.48	6,128,804.48	2.1%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%
G. ASSETS					
1) Cash					
a) In County Treasury		9110	2,276,888.83		
1) Fair Value Adjustment to Cash in County Treasury		9111	(34,324.00)		
b) In Banks		9120	0.00		
c) In Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	3,761,739.65		
e) Collections Awaiting Deposit		9140	0.00		

Description	Resource Codes	Object Codes	2023-24 Unaudited Actuals	2024-25 Budget	Percent Difference
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	3,279,193.35		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Lease Receivable		9380	0.00		
10) TOTAL, ASSETS			9,283,497.83		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	3,279,193.35		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			3,279,193.35		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (must agree with line F2) (G10 + H2) - (I6 + J2)			6,004,304.48		
FEDERAL REVENUE					
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
OTHER STATE REVENUE					
Tax Relief Subventions					
Restricted Levies - Other					
Homeowners' Exemptions		8575	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
Other Local Revenue					
County and District Taxes					
Other Restricted Levies					
Secured Roll		8615	4,082,448.61	4,500,000.00	10.2%
Unsecured Roll		8616	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.0%
Non-Ad Valorem Taxes					
Parcel Taxes		8621	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.0%
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	61,740.07	24,500.00	-60.3%
Net Increase (Decrease) in the Fair Value of Investments		8662	64,505.00	0.00	-100.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			4,208,693.68	4,524,500.00	7.5%
TOTAL, REVENUES			4,208,693.68	4,524,500.00	7.5%
CLASSIFIED SALARIES					
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2023-24 Unaudited Actuals	2024-25 Budget	Percent Difference
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	0.0%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			0.00	0.00	0.0%
CAPITAL OUTLAY					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
Transfers of Pass-Through Revenues					
To Districts or Charter Schools		7211	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Repayment of State School Building Fund Aid - Proceeds from Bonds		7435	0.00	0.00	0.0%
Debt Service - Interest		7438	0.00	1,700,000.00	New
Other Debt Service - Principal		7439	0.00	2,700,000.00	New
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	4,400,000.00	New
TOTAL, EXPENDITURES			0.00	4,400,000.00	New
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
To: State School Building Fund/County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	3,279,193.35	0.00	-100.0%

Description	Resource Codes	Object Codes	2023-24 Unaudited Actuals	2024-25 Budget	Percent Difference
(b) TOTAL, INTERFUND TRANSFERS OUT			3,279,193.35	0.00	-100.0%
OTHER SOURCES/USES					
SOURCES					
Proceeds					
Proceeds from Sale of Bonds		8951	0.00	0.00	0.0%
Other Sources					
County School Bldg Aid		8961	0.00	0.00	0.0%
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			(3,279,193.35)	0.00	-100.0%

San Ysidro Elementary
San Diego County

Unaudited Actuals
Capital Project Fund for Blended Component Units
Expenditures by Function

37 68379 0000000
Form 49
E8AJ4TCBZG(2023-24)

Description	Function Codes	Object Codes	2023-24 Unaudited Actuals	2024-25 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	4,208,693.68	4,524,500.00	7.5%
5) TOTAL, REVENUES			4,208,693.68	4,524,500.00	7.5%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	4,400,000.00	New
10) TOTAL, EXPENDITURES			0.00	4,400,000.00	New
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 -B10)			4,208,693.68	124,500.00	-97.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	3,279,193.35	0.00	-100.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(3,279,193.35)	0.00	-100.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			929,500.33	124,500.00	-86.6%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	5,074,804.15	6,004,304.48	18.3%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			5,074,804.15	6,004,304.48	18.3%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			5,074,804.15	6,004,304.48	18.3%
2) Ending Balance, June 30 (E + F1e)			6,004,304.48	6,128,804.48	2.1%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	6,004,304.48	6,128,804.48	2.1%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2023-24 Unaudited Actuals	2024-25 Budget
9010	Other Restricted Local	6,004,304.48	6,128,804.48
Total, Restricted Balance		6,004,304.48	6,128,804.48

San Ysidro Elementary
San Diego County

Unaudited Actuals
Bond Interest and Redemption Fund
Expenditures by Object

37 68379 0000000
Form 51
E8AJ4TCBZG(2023-24)

Description	Resource Codes	Object Codes	2023-24 Unaudited Actuals	2024-25 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	24,761.00	0.00	-100.0%
4) Other Local Revenue		8600-8799	12,687,969.00	12,508,971.00	-1.4%
5) TOTAL, REVENUES			12,712,730.00	12,508,971.00	-1.6%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	10,340,307.00	14,260,189.00	37.9%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			10,340,307.00	14,260,189.00	37.9%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			2,372,423.00	(1,751,218.00)	-173.8%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	2,052,430.80	0.00	-100.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			2,052,430.80	0.00	-100.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			4,424,853.80	(1,751,218.00)	-139.6%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	10,959,526.00	15,384,379.80	40.4%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			10,959,526.00	15,384,379.80	40.4%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			10,959,526.00	15,384,379.80	40.4%
2) Ending Balance, June 30 (E + F1e)			15,384,379.80	13,633,161.80	-11.4%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	15,384,379.80	13,633,161.80	-11.4%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%
G. ASSETS					
1) Cash					
a) in County Treasury		9110	14,423,920.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	(217,435.00)		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	1,177,893.80		
e) Collections Awaiting Deposit		9140	0.00		

Description	Resource Codes	Object Codes	2023-24 Unaudited Actuals	2024-25 Budget	Percent Difference
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Lease Receivable		9380	0.00		
10) TOTAL, ASSETS			15,384,378.80		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (must agree with line F2) (G10 + H2) - (I6 + J2)			15,384,378.80		
FEDERAL REVENUE					
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
OTHER STATE REVENUE					
Tax Relief Subventions					
Voted Indebtedness Levies					
Homeowners' Exemptions		8571	24,761.00	0.00	-100.0%
Other Subventions/In-Lieu Taxes		8572	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			24,761.00	0.00	-100.0%
OTHER LOCAL REVENUE					
Other Local Revenue					
County and District Taxes					
Voted Indebtedness Levies					
Secured Roll		8611	11,056,229.00	11,259,506.00	1.8%
Unsecured Roll		8612	894,038.00	1,249,465.00	39.8%
Prior Years' Taxes		8613	413,274.00	0.00	-100.0%
Supplemental Taxes		8614	274,809.00	0.00	-100.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	(16,820.00)	0.00	-100.0%
Interest		8660	283,413.00	0.00	-100.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	(217,435.00)	0.00	-100.0%
Other Local Revenue					
All Other Local Revenue		8699	461.00	0.00	-100.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			12,687,969.00	12,508,971.00	-1.4%
TOTAL, REVENUES			12,712,730.00	12,508,971.00	-1.6%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Debt Service					
Bond Redemptions		7433	6,028,132.00	8,646,776.00	43.4%
Bond Interest and Other Service Charges		7434	4,312,175.00	5,613,413.00	30.2%
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			10,340,307.00	14,260,189.00	37.9%
TOTAL, EXPENDITURES			10,340,307.00	14,260,189.00	37.9%
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2023-24 Unaudited Actuals	2024-25 Budget	Percent Difference
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
To: General Fund		7614	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
All Other Financing Sources		8979	2,052,430.80	0.00	-100.0%
(c) TOTAL, SOURCES			2,052,430.80	0.00	-100.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			2,052,430.80	0.00	-100.0%

Description	Function Codes	Object Codes	2023-24 Unaudited Actuals	2024-25 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	24,761.00	0.00	-100.0%
4) Other Local Revenue		8600-8799	12,687,969.00	12,508,971.00	-1.4%
5) TOTAL, REVENUES			12,712,730.00	12,508,971.00	-1.6%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	10,340,307.00	14,260,189.00	37.9%
10) TOTAL, EXPENDITURES			10,340,307.00	14,260,189.00	37.9%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 -B10)			2,372,423.00	(1,751,218.00)	-173.8%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	2,052,430.80	0.00	-100.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			2,052,430.80	0.00	-100.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			4,424,853.80	(1,751,218.00)	-139.6%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	10,959,526.00	15,384,379.80	40.4%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			10,959,526.00	15,384,379.80	40.4%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			10,959,526.00	15,384,379.80	40.4%
2) Ending Balance, June 30 (E + F1e)			15,384,379.80	13,633,161.80	-11.4%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	15,384,379.80	13,633,161.80	-11.4%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2023-24 Unaudited Actuals	2024-25 Budget
9010	Other Restricted Local	15,384,379.80	13,633,161.80
Total, Restricted Balance		15,384,379.80	13,633,161.80

Description	Resource Codes	Object Codes	2023-24 Unaudited Actuals	2024-25 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	0.00	0.00	0.0%
5) TOTAL, REVENUES			0.00	0.00	0.0%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	3,279,193.35	0.00	-100.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			3,279,193.35	0.00	-100.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(3,279,193.35)	0.00	-100.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	3,279,193.35	0.00	-100.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			3,279,193.35	0.00	-100.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			0.00	0.00	0.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	0.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			0.00	0.00	0.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			0.00	0.00	0.0%
2) Ending Balance, June 30 (E + F1e)			0.00	0.00	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%
G. ASSETS					
1) Cash					
a) In County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) In Banks		9120	0.00		
c) In Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		

Description	Resource Codes	Object Codes	2023-24 Unaudited Actuals	2024-25 Budget	Percent Difference
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	15,289,482.52		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Lease Receivable		9380	0.00		
10) TOTAL, ASSETS			15,289,482.52		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	15,289,482.52		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			15,289,482.52		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (must agree with line F2) (G10 + H2) - (I6 + J2)			0.00		
FEDERAL REVENUE					
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
OTHER STATE REVENUE					
Tax Relief Subventions					
Voted Indebtedness Levies					
Homeowners' Exemptions		8571	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8572	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
Other Local Revenue					
County and District Taxes					
Voted Indebtedness Levies					
Secured Roll		8611	0.00	0.00	0.0%
Unsecured Roll		8612	0.00	0.00	0.0%
Prior Years' Taxes		8613	0.00	0.00	0.0%
Supplemental Taxes		8614	0.00	0.00	0.0%
Non-Ad Valorem Taxes					
Other		8622	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.0%
Interest		8660	0.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			0.00	0.00	0.0%
TOTAL, REVENUES			0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Debt Service					
Bond Redemptions		7433	0.00	0.00	0.0%
Bond Interest and Other Service Charges		7434	0.00	0.00	0.0%
Debt Service - Interest		7438	1,007,891.86	0.00	-100.0%
Other Debt Service - Principal		7439	2,271,301.49	0.00	-100.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			3,279,193.35	0.00	-100.0%
TOTAL, EXPENDITURES			3,279,193.35	0.00	-100.0%
INTERFUND TRANSFERS					

Description	Resource Codes	Object Codes	2023-24 Unaudited Actuals	2024-25 Budget	Percent Difference
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	3,279,193.35	0.00	-100.0%
(a) TOTAL, INTERFUND TRANSFERS IN			3,279,193.35	0.00	-100.0%
INTERFUND TRANSFERS OUT					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			3,279,193.35	0.00	-100.0%

Description	Function Codes	Object Codes	2023-24 Unaudited Actuals	2024-25 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	0.00	0.00	0.0%
5) TOTAL, REVENUES			0.00	0.00	0.0%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	3,279,193.35	0.00	-100.0%
10) TOTAL, EXPENDITURES			3,279,193.35	0.00	-100.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 -B10)			(3,279,193.35)	0.00	-100.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	3,279,193.35	0.00	-100.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			3,279,193.35	0.00	-100.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			0.00	0.00	0.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	0.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			0.00	0.00	0.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			0.00	0.00	0.0%
2) Ending Balance, June 30 (E + F1e)			0.00	0.00	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2023-24 Unaudited Actuals	2024-25 Budget
Total, Restricted Balance		0.00	0.00

San Ysidro Elementary
San Diego County

Unaudited Actuals
2023-24 Unaudited Actuals
Schedule of Capital Assets

37 68379 0000000
Form ASSET
E8AJ4TCBZG(2023-24)

	Unaudited Balance July 1	Audit Adjustments/ Restatements	Audited Balance July 1	Increases	Decreases	Ending Balance June 30
Governmental Activities:						
Capital assets not being depreciated:						
Land	45,896,267.00		45,896,267.00			45,896,267.00
Work in Progress	4,734,203.76	1,434,357.24	6,168,561.00	3,658,063.36	4,167,443.64	5,659,180.72
Total capital assets not being depreciated	50,630,470.76	1,434,357.24	52,064,828.00	3,658,063.36	4,167,443.64	51,555,447.72
Capital assets being depreciated:						
Land Improvements	19,923,026.38		19,923,026.38	3,199,102.64		23,122,129.02
Buildings	134,727,997.00		134,727,997.00	968,341.31		135,696,338.31
Equipment	4,308,732.86		4,308,732.86			4,308,732.86
Total capital assets being depreciated	158,959,756.24	0.00	158,959,756.24	4,167,443.95	0.00	163,127,200.19
Accumulated Depreciation for:						
Land Improvements	(17,567,408.76)		(17,567,408.76)	(470,021.42)		(18,037,430.18)
Buildings	(58,245,104.63)		(58,245,104.63)	(3,829,104.87)		(62,074,209.50)
Equipment	(3,114,326.46)		(3,114,326.46)	(153,604.36)		(3,267,930.82)
Total accumulated depreciation	(78,926,839.85)	0.00	(78,926,839.85)	(4,452,730.65)	0.00	(83,379,570.50)
Total capital assets being depreciated, net excluding lease and subscription assets	80,032,916.39	0.00	80,032,916.39	(285,286.70)	0.00	79,747,629.69
Lease Assets	131,769.00		131,769.00	170,019.00		301,788.00
Accumulated amortization for lease assets	(43,247.00)	(43,247.00)	(86,494.00)	71,404.60		(15,089.40)
Total lease assets, net	88,522.00	(43,247.00)	45,275.00	241,423.60	0.00	286,698.60
Subscription Assets		845,500.00	845,500.00		457,807.00	387,693.00
Accumulated amortization for subscription assets		(290,476.00)	(290,476.00)	153,133.90		(137,342.10)
Total subscription assets, net	0.00	555,024.00	555,024.00	153,133.90	457,807.00	250,350.90
Governmental activity capital assets, net	130,751,909.15	1,946,134.24	132,698,043.39	3,767,334.16	4,625,250.64	131,840,126.91
Business-Type Activities:						
Capital assets not being depreciated:						
Land			0.00			0.00
Work in Progress			0.00			0.00
Total capital assets not being depreciated	0.00	0.00	0.00	0.00	0.00	0.00
Capital assets being depreciated:						
Land Improvements			0.00			0.00
Buildings			0.00			0.00
Equipment			0.00			0.00
Total capital assets being depreciated	0.00	0.00	0.00	0.00	0.00	0.00
Accumulated Depreciation for:						
Land Improvements			0.00			0.00
Buildings			0.00			0.00
Equipment			0.00			0.00
Total accumulated depreciation	0.00	0.00	0.00	0.00	0.00	0.00
Total capital assets being depreciated, net excluding lease and subscription assets	0.00	0.00	0.00	0.00	0.00	0.00
Lease Assets			0.00			0.00
Accumulated amortization for lease assets			0.00			0.00
Total lease assets, net	0.00	0.00	0.00	0.00	0.00	0.00
Subscription Assets			0.00			0.00
Accumulated amortization for subscription assets			0.00			0.00
Total subscription assets, net	0.00	0.00	0.00	0.00	0.00	0.00
Business-type activity capital assets, net	0.00	0.00	0.00	0.00	0.00	0.00

San Ysidro Elementary
San Diego County

2023-24 Unaudited Actuals
AVERAGE DAILY ATTENDANCE

37 68379 0000000
Form A
E8AJ4TCBZG(2023-24)

Description	2023-24 Unaudited Actuals			2024-25 Budget		
	P-2 ADA	Annual ADA	Funded ADA	Estimated P-2 ADA	Estimated Annual ADA	Estimated Funded ADA
A. DISTRICT						
1. Total District Regular ADA Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (includes Necessary Small School ADA)	3,876.19	3,876.19	4,030.94	3,798.67	3,798.67	3,915.12
2. Total Basic Aid Choice/Court Ordered Voluntary Pupil Transfer Regular ADA Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (ADA not included in Line A1 above)						
3. Total Basic Aid Open Enrollment Regular ADA Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (ADA not included in Line A1 above)						
4. Total, District Regular ADA (Sum of Lines A1 through A3)	3,876.19	3,876.19	4,030.94	3,798.67	3,798.67	3,915.12
5. District Funded County Program ADA						
a. County Community Schools						
b. Special Education-Special Day Class						
c. Special Education-NPS/LCI						
d. Special Education Extended Year						
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools						
f. County School Tuition Fund (Out of State Tuition) [EC 2000 and 46380]						
g. Total, District Funded County Program ADA (Sum of Lines A5a through A5f)	0.00	0.00	0.00	0.00	0.00	0.00
6. TOTAL DISTRICT ADA (Sum of Line A4 and Line A5g)	3,876.19	3,876.19	4,030.94	3,798.67	3,798.67	3,915.12
7. Adults in Correctional Facilities						
8. Charter School ADA (Enter Charter School ADA using Tab C. Charter School ADA)						

Description	2023-24 Unaudited Actuals			2024-25 Budget		
	P-2 ADA	Annual ADA	Funded ADA	Estimated P-2 ADA	Estimated Annual ADA	Estimated Funded ADA
B. COUNTY OFFICE OF EDUCATION						
1. County Program Alternative Education Grant ADA						
a. County Group Home and Institution Pupils						
b. Juvenile Halls, Homes, and Camps						
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)]						
d. Total, County Program Alternative Education ADA (Sum of Lines B1a through B1c)	0.00	0.00	0.00	0.00	0.00	0.00
2. District Funded County Program ADA						
a. County Community Schools						
b. Special Education-Special Day Class						
c. Special Education-NPS/LCI						
d. Special Education Extended Year						
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools						
f. County School Tuition Fund (Out of State Tuition) [EC 2000 and 46380]						
g. Total, District Funded County Program ADA (Sum of Lines B2a through B2f)	0.00	0.00	0.00	0.00	0.00	0.00
3. TOTAL COUNTY OFFICE ADA (Sum of Lines B1d and B2g)	0.00	0.00	0.00	0.00	0.00	0.00
4. Adults in Correctional Facilities						
5. County Operations Grant ADA						
6. Charter School ADA (Enter Charter School ADA using Tab C. Charter School ADA)						

San Ysidro Elementary
San Diego County

2023-24 Unaudited Actuals
AVERAGE DAILY ATTENDANCE

37 68379 0000000
Form A
E8AJ4TCBZG(2023-24)

Description	2023-24 Unaudited Actuals			2024-25 Budget		
	P-2 ADA	Annual ADA	Funded ADA	Estimated P-2 ADA	Estimated Annual ADA	Estimated Funded ADA
C. CHARTER SCHOOL ADA						
Authorizing LEAs reporting charter school SACS financial data in their Fund 01, 09, or 62 use this worksheet to report ADA for those charter schools.						
Charter schools reporting SACS financial data separately from their authorizing LEAs in Fund 01 or Fund 62 use this worksheet to report their ADA.						
FUND 01: Charter School ADA corresponding to SACS financial data reported in Fund 01.						
1. Total Charter School Regular ADA						
2. Charter School County Program Alternative Education ADA						
a. County Group Home and Institution Pupils						
b. Juvenile Halls, Homes, and Camps						
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)]						
d. Total, Charter School County Program Alternative Education ADA (Sum of Lines C2a through C2c)	0.00	0.00	0.00	0.00	0.00	0.00
3. Charter School Funded County Program ADA						
a. County Community Schools						
b. Special Education-Special Day Class						
c. Special Education-NPS/LCI						
d. Special Education Extended Year						
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools						
f. Total, Charter School Funded County Program ADA (Sum of Lines C3a through C3e)	0.00	0.00	0.00	0.00	0.00	0.00
4. TOTAL CHARTER SCHOOL ADA (Sum of Lines C1, C2d, and C3f)	0.00	0.00	0.00	0.00	0.00	0.00
FUND 09 or 62: Charter School ADA corresponding to SACS financial data reported in Fund 09 or Fund 62.						
5. Total Charter School Regular ADA						
6. Charter School County Program Alternative Education ADA						
a. County Group Home and Institution Pupils						
b. Juvenile Halls, Homes, and Camps						
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)]						
d. Total, Charter School County Program Alternative Education ADA (Sum of Lines C6a through C6c)	0.00	0.00	0.00	0.00	0.00	0.00
7. Charter School Funded County Program ADA						
a. County Community Schools						
b. Special Education-Special Day Class						
c. Special Education-NPS/LCI						
d. Special Education Extended Year						
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools						
f. Total, Charter School Funded County Program ADA (Sum of Lines C7a through C7e)	0.00	0.00	0.00	0.00	0.00	0.00
8. TOTAL CHARTER SCHOOL ADA (Sum of Lines C5, C6d, and C7f)	0.00	0.00	0.00	0.00	0.00	0.00
9. TOTAL CHARTER SCHOOL ADA Reported in Fund 01, 09, or 62 (Sum of Lines C4 and C8)	0.00	0.00	0.00	0.00	0.00	0.00

San Ysidro Elementary
San Diego County

Unaudited Actuals
2023-24 Unaudited Actuals
GENERAL FUND
Current Expense Formula/Minimum Classroom Compensation

37 68379 0000000
Form CEA
E8AJ4TCBZG(2023-24)

PART I - CURRENT EXPENSE FORMULA	Total Expense for Year (1)	EDP No.	Reductions (See Note 1) (2)	EDP No.	Current Expense of Education (Col 1 - Col 2) (3)	EDP No.	Reductions (Extracted) (See Note 2) (4a)	Reductions (Overrides)* (See Note 2) (4b)	EDP No.	Current Expense-Part II (Col 3 - Col 4) (5)	EDP No.
1000 - Certificated Salaries	30,644,792.19	301	0.00	303	30,644,792.19	305	548,369.83	1,631,081.00	307	29,013,711.19	309
2000 - Classified Salaries	15,037,830.42	311	0.00	313	15,037,830.42	315	546,194.84	2,821,327.00	317	12,216,503.42	319
3000 - Employee Benefits	20,181,009.16	321	383,643.26	323	19,797,365.90	325	453,590.30	997,258.00	327	18,800,107.90	329
4000 - Books, Supplies Equip Replace. (6500)	2,916,595.28	331	1,749.44	333	2,914,845.84	335	570,126.81	1,113,794.00	337	1,801,051.84	339
5000 - Services. . . & 7300 - Indirect Costs	17,875,108.85	341	100,805.49	343	17,774,303.36	345	81,935.36	7,924,635.00	347	9,849,668.36	349
			TOTAL		86,169,137.71	365		TOTAL		71,681,042.71	369

Note 1 - In Column 2, report expenditures for the following programs: Nonagency (Goals 7100-7199), Community Services (Goal 8100), Food Services (Function 3700), Fringe Benefits for Retired Persons (Objects 3701-3702), and Facilities Acquisition & Construction (Function 8500).

Note 2 - In Column 4, report expenditures for: Transportation (Function 3600), Lottery Expenditures (Resource 1100), Special Education Students in Nonpublic Schools (Function 1180), and other federal or state categorical aid in which funds were granted for expenditures in a program not incurring any teacher salary expenditures or requiring disbursement of the funds without regard to the requirements of EC Section 41372.

* If an amount (even zero) is entered in any row of Column 4b or in Line 13b, the form uses only the values in Column 4b and Line 13b rather than the values in Column 4a and Line 13a.

PART II: MINIMUM CLASSROOM COMPENSATION (Instruction, Functions 1000-1999)	Object		EDP No.
1. Teacher Salaries as Per EC 41011	1100	25,914,500.94	375
2. Salaries of Instructional Aides Per EC 41011	2100	3,712,335.14	380
3. STRS	3101 & 3102	7,427,582.10	382
4. PERS	3201 & 3202	1,105,203.58	383
5. OASDI - Regular, Medicare and Alternative	3301 & 3302	759,560.88	384
6. Health & Welfare Benefits (EC 41372) (Include Health, Dental, Vision, Pharmaceutical, and Annuity Plans)	3401 & 3402	3,389,678.90	385
7. Unemployment Insurance	3501 & 3502	16,712.01	390
8. Workers' Compensation Insurance	3601 & 3602	776,518.81	392
9. OPEB, Active Employees (EC 41372)	3751 & 3752	0.00	
10. Other Benefits (EC 22310)	3901 & 3902	0.00	393
11. SUBTOTAL Salaries and Benefits (Sum Lines 1 - 10)		43,102,092.36	395
12. Less: Teacher and Instructional Aide Salaries and Benefits deducted in Column 2		0.00	
13a. Less: Teacher and Instructional Aide Salaries and Benefits (other than Lottery) deducted in Column 4a (Extracted)		27,553.16	396
b. Less: Teacher and Instructional Aide Salaries and Benefits (other than Lottery) deducted in Column 4b (Overrides)*		0.00	396
14. TOTAL SALARIES AND BENEFITS		43,102,092.36	397
15. Percent of Current Cost of Education Expended for Classroom Compensation (EDP 397 divided by EDP 369) Line 15 must equal or exceed 60% for elementary, 55% for unified and 50% for high school districts to avoid penalty under provisions of EC 41372		60.13%	
16. District is exempt from EC 41372 because it meets the provisions of EC 41374. (If exempt, enter 'X')			

PART III: DEFICIENCY AMOUNT

A deficiency amount (Line 5) is only applicable to districts not meeting the minimum classroom compensation percentage required under EC 41372 and not exempt under the provisions of EC 41374.

1. Minimum percentage required (60% elementary, 55% unified, 50% high)	60.00%	
2. Percentage spent by this district (Part II, Line 15)	60.13%	
3. Percentage below the minimum (Part III, Line 1 minus Line 2)	0.00%	
4. District's Current Expense of Education after reductions in columns 4a or 4b (Part I, EDP 369)	71,681,042.71	
5. Deficiency Amount (Part III, Line 3 times Line 4)	0.00	

PART IV: Explanation for adjustments entered in Part I, Column 4b (required)

The following program reductions are implemented in the calculation. These reductions are one time funding and/or not related to classroom expenses. Programs are as follows: ELOP, ASES, RRMA, Arts, Music, Instructional Materials Discretionary Block grant, Educator Effectiveness, and one-time stimulus funds.

Description	Unaudited Balance July 1	Audit Adjustments/ Restatements	Audited Balance July 1	Increases	Decreases	Ending Balance June 30	Amounts Due Within One Year
Governmental Activities:							
General Obligation Bonds Payable	212,861,600.00		212,861,600.00	8,520,161.00	9,826,614.00	211,555,147.00	8,249,436.00
State School Building Loans Payable			0.00			0.00	
Certificates of Participation Payable	38,685,627.00		38,685,627.00		1,863,164.00	36,822,463.00	2,155,844.00
Leases Payable	90,060.00		90,060.00		44,526.00	45,534.00	39,322.00
Lease Revenue Bonds Payable			0.00			0.00	
Other General Long-Term Debt	1,081,557.00		1,081,557.00		270,390.00	811,167.00	270,390.00
Net Pension Liability	33,290,775.00		33,290,775.00	19,175,109.00		52,465,884.00	
Total/Net OPEB Liability	18,578,137.00		18,578,137.00		2,033,785.00	16,544,352.00	545,600.00
Compensated Absences Payable	440,531.89		440,531.89	0.00	1.00	440,530.89	440,530.89
Subscription Liability			0.00	845,500.00	260,841.00	584,659.00	288,151.00
Governmental activities long-term liabilities	305,028,287.89	0.00	305,028,287.89	28,540,770.00	14,299,321.00	319,269,736.89	11,989,273.89
Business-Type Activities:							
General Obligation Bonds Payable			0.00			0.00	
State School Building Loans Payable			0.00			0.00	
Certificates of Participation Payable			0.00			0.00	
Leases Payable			0.00			0.00	
Lease Revenue Bonds Payable			0.00			0.00	
Other General Long-Term Debt			0.00			0.00	
Net Pension Liability			0.00			0.00	
Total/Net OPEB Liability			0.00			0.00	
Compensated Absences Payable			0.00			0.00	
Subscription Liability			0.00			0.00	
Business-type activities long-term liabilities	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Section I - Expenditures	Funds 01, 09, and 62			2023-24 Expenditures
	Goals	Functions	Objects	
A. Total state, federal, and local expenditures (all resources)	All	All	1000-7999	89,056,265.76
B. Less all federal expenditures not allowed for MOE (Resources 3000-5999, except 3385)	All	All	1000-7999	5,192,454.05
C. Less state and local expenditures not allowed for MOE: (All resources, except federal as identified in Line B)				
1. Community Services	All	5000-5999	1000-7999	0.00
2. Capital Outlay	All except 7100-7199	All except 5000-5999	6000-6999 except 6600, 6910	1,800,117.86
3. Debt Service	All	9100	5400-5450, 5800, 7430-7439	185,834.00
4. Other Transfers Out	All	9200	7200-7299	0.00
5. Interfund Transfers Out	All	9300	7600-7629	0.00
6. All Other Financing Uses	All	9100	7699	0.00
		9200	7651	
7. Nonagency	7100-7199	All except 5000-5999, 9000-9999	1000-7999	0.00
8. Tuition (Revenue, in lieu of expenditures, to approximate costs of services for which tuition is received)	All	All	8710	0.00

9. Supplemental expenditures made as a result of a Presidentially declared disaster	Manually entered. Must not include expenditures in lines B, C1-C8, D1, or D2.			0.00
10. Total state and local expenditures not allowed for MOE calculation (Sum lines C1 through C9)				1,985,951.86
D. Plus additional MOE expenditures:				
1. Expenditures to cover deficits for food services (Funds 13 and 61) (If negative, then zero)	All	All	1000-7143, 7300-7439 minus 8000-8699	0.00
2. Expenditures to cover deficits for student body activities	Manually entered. Must not include expenditures in lines A or D1.			
E. Total expenditures subject to MOE (Line A minus lines B and C10, plus lines D1 and D2)				81,877,859.85

Section II - Expenditures Per ADA	**2023-24 Annual ADA/Exps. Per ADA**
A. Average Daily Attendance (Form A, Annual ADA column, sum of lines A6 and C9)	3,876.19
B. Expenditures per ADA (Line I.E divided by Line II.A)	21,123.28

Section III - MOE Calculation (For data collection only. Final determination will be done by CDE)	Total	Per ADA
A. Base expenditures (Preloaded expenditures from prior year official CDE MOE calculation). (Note: If the prior year MOE was not met, CDE has adjusted the prior year base to 90 percent of the preceding prior year amount rather than the actual prior year expenditure amount.)	67,704,987.64	17,352.60
1. Adjustment to base expenditure and expenditure per ADA amounts for LEAs failing prior year MOE calculation (From Section IV)	0.00	0.00
2. Total adjusted base expenditure amounts (Line A plus Line A.1)	67,704,987.64	17,352.60
B. Required effort (Line A.2 times 90%)	60,934,488.88	15,617.34
C. Current year expenditures (Line I.E and Line II.B)	81,877,859.85	21,123.28
D. MOE deficiency amount, if any (Line B minus Line C) (If negative, then zero)	0.00	0.00

E. MOE determination (If one or both of the amounts in line D are zero, the MOE requirement is met; if both amounts are positive, the MOE requirement is not met. If either column in Line A.2 or Line C equals zero, the MOE calculation is incomplete.)	MOE Met	
F. MOE deficiency percentage, if MOE not met; otherwise, zero (Line D divided by Line B) (Funding under ESSA covered programs in FY 2025-26 may be reduced by the lower of the two percentages)	0.00%	0.00%

SECTION IV - Detail of Adjustments to Base Expenditures (used in Section III, Line A.1)

Description of Adjustments	Total Expenditures	Expenditures Per ADA
Total adjustments to base expenditures	0.00	0.00

	2023-24 Calculations			2024-25 Calculations		
	Extracted Data	Adjustments*	Entered Data/ Totals	Extracted Data	Adjustments*	Entered Data/ Totals
A. PRIOR YEAR DATA	**2022-23 Actual**			**2023-24 Actual**		
Actual Appropriations Limit and Gann ADA are from district's prior year Gann data reported to the CDE						
1. FINAL PRIOR YEAR APPROPRIATIONS LIMIT (Preload/Line D11, PY column)	32,489,299.91		32,489,299.91			34,310,763.14
2. PRIOR YEAR GANN ADA (Preload/Line B3, PY column)	3,875.83		3,875.83			3,876.19
ADJUSTMENTS TO PRIOR YEAR LIMIT	**Adjustments to 2022-23**			**Adjustments to 2023-24**		
3. District Lapses, Reorganizations and Other Transfers						
4. Temporary Voter Approved Increases						
5. Less: Lapses of Voter Approved Increases						
6. TOTAL ADJUSTMENTS TO PRIOR YEAR LIMIT (Lines A3 plus A4 minus A5)			0.00			0.00
7. ADJUSTMENTS TO PRIOR YEAR ADA (Only for district lapses, reorganizations and other transfers, and only if adjustments to the appropriations limit are entered in Line A3 above)						
B. CURRENT YEAR GANN ADA	**2023-24 P2 Report**			**2024-25 P2 Estimate**		
Unaudited actuals data should tie to Principal Apportionment Data Collection attendance reports and include ADA for charter schools reporting with the district						
1. Total K-12 ADA (Form A, Line A6)	3,876.19		3,876.19	3,798.67		3,798.67
2. Total Charter Schools ADA (Form A, Line C9)	0.00		0.00	0.00		0.00
3. TOTAL CURRENT YEAR P2 ADA (Line B1 plus B2)			3,876.19			3,798.67
C. CURRENT YEAR LOCAL PROCEEDS OF TAXES/STATE AID RECEIVED	**2023-24 Actual**			**2024-25 Budget**		
TAXES AND SUBVENTIONS (Funds 01, 09, and 62)						
1. Homeowners' Exemption (Object 8021)	150,720.92		150,720.92	150,721.00		150,721.00
2. Timber Yield Tax (Object 8022)	0.00		0.00	0.00		0.00
3. Other Subventions/In-Lieu Taxes (Object 8029)	0.00		0.00	0.00		0.00
4. Secured Roll Taxes (Object 8041)	31,419,983.55		31,419,983.55	31,276,550.00		31,276,550.00
5. Unsecured Roll Taxes (Object 8042)	1,137,043.62		1,137,043.62	1,140,498.00		1,140,498.00
6. Prior Years' Taxes (Object 8043)	(10,381.93)		(10,381.93)	(1,455.00)		(1,455.00)
7. Supplemental Taxes (Object 8044)	851,246.77		851,246.77	889,973.00		889,973.00

	2023-24 Calculations			2024-25 Calculations		
	Extracted Data	Adjustments*	Entered Data/ Totals	Extracted Data	Adjustments*	Entered Data/ Totals
8. Ed. Rev. Augmentation Fund (ERAF) (Object 8045)	(20,092.50)		(20,092.50)	(44,741.00)		(44,741.00)
9. Penalties and Int. from Delinquent Taxes (Object 8048)	0.00		0.00	0.00		0.00
10. Other In-Lieu Taxes (Object 8082)	0.00		0.00	0.00		0.00
11. Comm. Redevelopment Funds (objects 8047 & 8625)	2,362,392.26		2,362,392.26	1,778,033.00		1,778,033.00
12. Parcel Taxes (Object 8621)	0.00		0.00	0.00		0.00
13. Other Non-Ad Valorem Taxes (Object 8622) (Taxes only)	0.00		0.00	0.00		0.00
14. Penalties and Int. from Delinquent Non-LCFF Taxes (Object 8629) (Only those for the above taxes)	0.00		0.00	0.00		0.00
15. Transfers to Charter Schools in Lieu of Property Taxes (Object 8096)						
16. TOTAL TAXES AND SUBVENTIONS (Lines C1 through C15)	35,890,912.69	0.00	35,890,912.69	35,189,579.00	0.00	35,189,579.00
OTHER LOCAL REVENUES (Funds 01, 09, and 62)						
17. To General Fund from Bond Interest and Redemption Fund (Excess debt service taxes) (Object 8914)	0.00		0.00	0.00		0.00
18. TOTAL LOCAL PROCEEDS OF TAXES (Lines C16 plus C17)	35,890,912.69	0.00	35,890,912.69	35,189,579.00	0.00	35,189,579.00
EXCLUDED APPROPRIATIONS						
19a. Medicare (Enter federally mandated amounts only from objs. 3301 & 3302; do not include negotiated amounts)			0.00			0.00
19b. Qualified Capital Outlay Projects						
19c. Routine Restricted Maintenance Account (Fund 01, Resource 8150, Objects 8900-8999)	2,585,982.00		2,585,982.00	2,400,140.47		2,400,140.47
OTHER EXCLUSIONS						
20. Americans with Disabilities Act						
21. Unreimbursed Court Mandated Desegregation Costs						
22. Other Unfunded Court-ordered or Federal Mandates						
23. TOTAL EXCLUSIONS (Lines C19 through C22)	2,585,982.00	0.00	2,585,982.00	2,400,140.47	0.00	2,400,140.47
STATE AID RECEIVED (Funds 01, 09, and 62)						
24. LCFF - CY (objects 8011 and 8012)	22,040,104.00		22,040,104.00	21,173,176.00		21,173,176.00
25. LCFF/Revenue Limit State Aid - Prior Years (Object 8019)	(383,851.00)		(383,851.00)	0.00		0.00
26. TOTAL STATE AID RECEIVED (Lines C24 plus C25)	21,656,253.00	0.00	21,656,253.00	21,173,176.00	0.00	21,173,176.00
DATA FOR INTEREST CALCULATION						
27. Total Revenues (Funds 01, 09 & 62; objects 8000-8799)	84,179,658.04		84,179,658.04	78,662,754.30		78,662,754.30
28. Total Interest and Return on Investments						

	2023-24 Calculations			2024-25 Calculations		
	Extracted Data	Adjustments*	Entered Data/ Totals	Extracted Data	Adjustments*	Entered Data/ Totals
(Funds 01, 09, and 62; objects 8660 and 8662)	1,228,082.81		1,228,082.81	350,000.00		350,000.00
D. APPROPRIATIONS LIMIT CALCULATIONS	**2023-24 Actual**			**2024-25 Budget**		
PRELIMINARY APPROPRIATIONS LIMIT						
1. Revised Prior Year Program Limit (Lines A1 plus A6)			32,489,299.91			34,310,763.14
2. Inflation Adjustment			1.0444			1.0362
3. Program Population Adjustment (Lines B3 divided by [A2 plus A7]) (Round to four decimal places)			1.0001			0.9800
4. PRELIMINARY APPROPRIATIONS LIMIT (Lines D1 times D2 times D3)			33,935,218.01			34,841,756.51
APPROPRIATIONS SUBJECT TO THE LIMIT						
5. Local Revenues Excluding Interest (Line C18)			35,890,912.69			35,189,579.00
6. Preliminary State Aid Calculation						
a. Minimum State Aid in Local Limit (Greater of $120 times Line B3 or $2,400; but not greater than Line C26 or less than zero)			465,142.80			455,840.40
b. Maximum State Aid in Local Limit (Lesser of Line C26 or Lines D4 minus D5 plus C23; but not less than zero)			630,287.32			2,052,317.98
c. Preliminary State Aid in Local Limit (Greater of Lines D6a or D6b)			630,287.32			2,052,317.98
7. Local Revenues in Proceeds of Taxes						
a. Interest Counting in Local Limit (Line C28 divided by [Lines C27 minus C28] times [Lines D5 plus D6c])			540,689.65			166,443.69
b. Total Local Proceeds of Taxes (Lines D5 plus D7a)			36,431,602.34			35,356,022.69
8. State Aid in Proceeds of Taxes (Greater of Line D6a, or Lines D4 minus D7b plus C23; but not greater than Line C26 or less than zero)			465,142.80			1,885,874.29
9. Total Appropriations Subject to the Limit						
a. Local Revenues (Line D7b)			36,431,602.34			
b. State Subventions (Line D8)			465,142.80			
c. Less: Excluded Appropriations (Line C23)			2,585,982.00			
d. TOTAL APPROPRIATIONS SUBJECT TO THE LIMIT (Lines D9a plus D9b minus D9c)			34,310,763.14			
10. Adjustments to the Limit Per Government Code Section 7902.1 (Line D9d minus D4)			375,545.13			
SUMMARY	**2023-24 Actual**			**2024-25 Budget**		
11. Adjusted Appropriations Limit (Lines D4 plus D10)			34,310,763.14			34,841,756.51
12. Appropriations Subject to the Limit						

	2023-24 Calculations			2024-25 Calculations		
	Extracted Data	Adjustments*	Entered Data/ Totals	Extracted Data	Adjustments*	Entered Data/ Totals
(Line D9d)			34,310,763.14			

"* Please provide below an explanation for each entry in the adjustments column."

MARILYN ADRIANZEN	marilyn.adrianzen@sysdschools.org	619-428-4476
Gann Contact Person	Contact Email Address	Contact Phone Number

Part I - General Administrative Share of Plant Services Costs

California's indirect cost plan allows that the general administrative costs in the indirect cost pool may include that portion of plant services costs (maintenance and operations costs and facilities rents and leases costs) attributable to the general administrative offices. The calculation of the plant services costs attributed to general administration and included in the pool is standardized and automated using the percentage of salaries and benefits relating to general administration as proxy for the percentage of square footage occupied by general administration.

A. Salaries and Benefits - Other General Administration and Centralized Data Processing

1. Salaries and benefits paid through payroll (Funds 01, 09, and 62, objects 1000-3999 except 3701-3702)
   (Functions 7200-7700, goals 0000 and 9000) — 3,607,902.00
2. Contracted general administrative positions not paid through payroll
   a. Enter the costs, if any, of general administrative positions performing services ON SITE but paid through a contract, rather than through payroll, in functions 7200-7700, goals 0000 and 9000, Object 5800.
   b. If an amount is entered on Line A2a, provide the title, duties, and approximate FTE of each general administrative position paid through a contract. Retain supporting documentation in case of audit.

B. Salaries and Benefits - All Other Activities

1. Salaries and benefits paid through payroll (Funds 01, 09, and 62, objects 1000-3999 except 3701-3702)
   (Functions 1000-6999, 7100-7180, & 8100-8400; Functions 7200-7700, all goals except 0000 & 9000) — 61,872,086.51

C. Percentage of Plant Services Costs Attributable to General Administration

(Line A1 plus Line A2a, divided by Line B1; zero if negative) (See Part III, Lines A5 and A6) — 5.83%

Part II - Adjustments for Employment Separation Costs

When an employee separates from service, the local educational agency (LEA) may incur costs associated with the separation in addition to the employee's regular salary and benefits for the final pay period. These additional costs can be categorized as "normal" or "abnormal or mass" separation costs.

Normal separation costs include items such as pay for accumulated unused leave or routine severance pay authorized by governing board policy. Normal separation costs are not allowable as direct costs to federal programs, but are allowable as indirect costs. State programs may have similar restrictions. Where federal or state program guidelines required that the LEA charge an employee's normal separation costs to an unrestricted resource rather than to the restricted program in which the employee worked, the LEA may identify and enter these costs on Line A for inclusion in the indirect cost pool.

Abnormal or mass separation costs are those costs resulting from actions taken by an LEA to influence employees to terminate their employment earlier than they normally would have. Abnormal or mass separation costs include retirement incentives such as a Golden Handshake or severance packages negotiated to effect termination. Abnormal or mass separation costs may not be charged to federal programs as either direct costs or indirect costs. Where an LEA paid abnormal or mass separation costs on behalf of positions in general administrative functions included in the indirect cost pool, the LEA must identify and enter these costs on Line B for exclusion from the pool.

A. Normal Separation Costs (optional)

Enter any normal separation costs paid on behalf of employees of restricted state or federal programs that were charged to an unrestricted resource (0000-1999) in funds 01, 09, and 62 with functions 1000-6999 or 8100-8400 rather than to the restricted program. These costs will be moved in Part III from base costs to the indirect cost pool. Retain supporting documentation. — 0.00

B. Abnormal or Mass Separation Costs (required)

Enter any abnormal or mass separation costs paid on behalf of general administrative positions charged to unrestricted resources (0000-1999) in funds 01, 09, and 62 with functions 7200-7700. These costs will be moved in Part III from the indirect cost pool to base costs. If none, enter zero. — 0.00

Part III - Indirect Cost Rate Calculation (Funds 01, 09, and 62, unless indicated otherwise)

A. Indirect Costs

1. Other General Administration, less portion charged to restricted resources or specific goals
   (Functions 7200-7600, objects 1000-5999, minus Line B9) — 6,324,975.66
2. Centralized Data Processing, less portion charged to restricted resources or specific goals
   (Function 7700, objects 1000-5999, minus Line B10) — 1,256,462.33

3. External Financial Audit - Single Audit (Function 7190, resources 0000-1999, goals 0000 and 9000, objects 5000 - 5999)	20,840.00
4. Staff Relations and Negotiations (Function 7120, resources 0000-1999, goals 0000 and 9000, objects 1000 - 5999)	0.00
5. Plant Maintenance and Operations (portion relating to general administrative offices only)	
(Functions 8100-8400, objects 1000-5999 except 5100, times Part I, Line C)	468,814.00
6. Facilities Rents and Leases (portion relating to general administrative offices only)	
(Function 8700, resources 0000-1999, objects 1000-5999 except 5100, times Part I, Line C)	0.00
7. Adjustment for Employment Separation Costs	
a. Plus: Normal Separation Costs (Part II, Line A)	0.00
b. Less: Abnormal or Mass Separation Costs (Part II, Line B)	0.00
8. Total Indirect Costs (Lines A1 through A7a, minus Line A7b)	8,071,091.99
9. Carry-Forward Adjustment (Part IV, Line F)	2,579,619.16
10. Total Adjusted Indirect Costs (Line A8 plus Line A9)	10,650,711.15
B. Base Costs	
1. Instruction (Functions 1000-1999, objects 1000-5999 except 5100)	56,094,377.17
2. Instruction-Related Services (Functions 2000-2999, objects 1000-5999 except 5100)	6,331,018.82
3. Pupil Services (Functions 3000-3999, objects 1000-5999 except 4700 and 5100)	7,178,918.15
4. Ancillary Services (Functions 4000-4999, objects 1000-5999 except 5100)	107,685.73
5. Community Services (Functions 5000-5999, objects 1000-5999 except 5100)	0.00
6. Enterprise (Function 6000, objects 1000-5999 except 4700 and 5100)	0.00
7. Board and Superintendent (Functions 7100-7180, objects 1000-5999, minus Part III, Line A4)	1,269,779.72
8. External Financial Audit - Single Audit and Other (Functions 7190-7191, objects 5000 - 5999, minus Part III, Line A3)	0.00
9. Other General Administration (portion charged to restricted resources or specific goals only)	
(Functions 7200-7600, resources 2000-9999, objects 1000-5999; Functions 7200-7600,	
resources 0000-1999, all goals except 0000 and 9000, objects 1000-5999)	83,675.33
10. Centralized Data Processing (portion charged to restricted resources or specific goals only)	
(Function 7700, resources 2000-9999, objects 1000-5999; Function 7700, resources 0000-1999, all goals	
except 0000 and 9000, objects 1000-5999)	23,369.59
11. Plant Maintenance and Operations (all except portion relating to general administrative offices)	
(Functions 8100-8400, objects 1000-5999 except 5100, minus Part III, Line A5)	7,572,592.47
12. Facilities Rents and Leases (all except portion relating to general administrative offices)	
(Function 8700, objects 1000-5999 except 5100, minus Part III, Line A6)	0.00
13. Adjustment for Employment Separation Costs	
a. Less: Normal Separation Costs (Part II, Line A)	0.00
b. Plus: Abnormal or Mass Separation Costs (Part II, Line B)	0.00
14. Student Activity (Fund 08, functions 4000-5999, objects 1000-5999 except 5100)	118,083.56
15. Adult Education (Fund 11, functions 1000-6999, 8100-8400, and 8700, objects 1000-5999 except 5100)	0.00
16. Child Development (Fund 12, functions 1000-6999, 8100-8400 & 8700, objects 1000-5999 except 4700 & 5100)	1,760,393.23
17. Cafeteria (Funds 13 & 61, functions 1000-6999, 8100-8400 & 8700, objects 1000-5999 except 4700 & 5100)	2,038,418.84
18. Foundation (Funds 19 & 57, functions 1000-6999, 8100-8400 & 8700, objects 1000-5999 except 4700 & 5100)	0.00
19. Total Base Costs (Lines B1 through B12 and Lines B13b through B18, minus Line B13a)	82,578,312.61
C. Straight Indirect Cost Percentage Before Carry-Forward Adjustment	
(For information only - not for use when claiming/recovering indirect costs)	
(Line A8 divided by Line B19)	9.77%
D. Preliminary Proposed Indirect Cost Rate	
(For final approved fixed-with-carry-forward rate for use in 2025-26 see www.cde.ca.gov/fg/ac/ic)	
(Line A10 divided by Line B19)	12.90%

Part IV - Carry-forward Adjustment

The carry-forward adjustment is an after-the-fact adjustment for the difference between indirect costs recoverable using the indirect cost rate approved for use in a given year, and the actual indirect costs incurred in that year. The carry-forward adjustment eliminates

the need for LEAs to file amended federal reports when their actual indirect costs vary from the estimated indirect costs on which the approved rate was based.

Where the ratio of indirect costs incurred in the current year is less than the estimated ratio of indirect costs on which the approved rate for use in the current year was based, the carry-forward adjustment is limited by using either the approved rate times current year base costs, or the highest rate actually used to recover costs from any program times current year base costs, if the highest rate used was less than the approved rate. Rates used to recover costs from programs are displayed in Exhibit A.

A. Indirect costs incurred in the current year (Part III, Line A8)	8,071,091.99
B. Carry-forward adjustment from prior year(s)	
1. Carry-forward adjustment from the second prior year	(280,781.30)
2. Carry-forward adjustment amount deferred from prior year(s), if any	0.00
C. Carry-forward adjustment for under- or over-recovery in the current year	
1. Under-recovery: Part III, Line A8, plus carry-forward adjustment from prior years, minus (approved indirect cost rate (6.31%) times Part III, Line B19); zero if negative	2,579,619.16
2. Over-recovery: Part III, Line A8, plus carry-forward adjustment from prior years, minus the lesser of (approved indirect cost rate (6.31%) times Part III, Line B19) or (the highest rate used to recover costs from any program (6.31%) times Part III, Line B19); zero if positive	0.00
D. Preliminary carry-forward adjustment (Line C1 or C2)	2,579,619.16
E. Optional allocation of negative carry-forward adjustment over more than one year	
Where a negative carry-forward adjustment causes the proposed approved rate to fall below zero or would reduce the rate at which the LEA could recover indirect costs to such an extent that it would cause the LEA significant fiscal harm, the LEA may request that the carry-forward adjustment be allocated over more than one year. Where allocation of a negative carry-forward adjustment over more than one year does not resolve a negative rate, the CDE will work with the LEA on a case-by-case basis to establish an approved rate.	
Option 1. Preliminary proposed approved rate (Part III, Line D) if entire negative carry-forward adjustment is applied to the current year calculation:	not applicable
Option 2. Preliminary proposed approved rate (Part III, Line D) if one-half of negative carry-forward adjustment is applied to the current year calculation and the remainder is deferred to one or more future years:	not applicable
Option 3. Preliminary proposed approved rate (Part III, Line D) if one-third of negative carry-forward adjustment is applied to the current year calculation and the remainder is deferred to one or more future years:	not applicable
LEA request for Option 1, Option 2, or Option 3	1
F. Carry-forward adjustment used in Part III, Line A9 (Line D minus amount deferred if Option 2 or Option 3 is selected)	2,579,619.16

Approved indirect cost rate:	6.31%
Highest rate used in any program:	6.31%

Fund	Resource	Eligible Expenditures (Objects 1000-5999 except 4700 & 5100)	Indirect Costs Charged (Objects 7310 and 7350)	Rate Used
01	2600	3,952,992.28	220,915.00	5.59%
01	3010	1,680,962.96	104,033.00	6.19%
01	3182	0.00	14,713.00	N/A
01	3225	56,299.22	2,814.00	5.00%
01	3327	27,553.16	1,738.00	6.31%
01	4035	276,126.02	15,388.00	5.57%
01	4127	117,342.72	7,331.00	6.25%
01	4203	296,682.69	16,685.00	5.62%
01	5630	75,575.42	4,768.00	6.31%
01	5634	40,478.68	2,554.00	6.31%
01	6053	305,682.56	19,288.00	6.31%
01	6266	728,219.17	40,527.00	5.57%
01	6546	218,745.08	13,802.00	6.31%
01	6547	78,795.68	4,972.00	6.31%
01	6762	1,376,064.45	86,829.00	6.31%
01	7435	4,624,517.80	193,644.00	4.19%
01	9010	1,173,407.83	30,074.00	2.56%
12	6105	1,316,379.22	83,063.00	6.31%
13	5310	1,910,385.28	96,665.00	5.06%

San Ysidro Elementary
San Diego County

Unaudited Actuals
2023-24 Unaudited Actuals
LOTTERY REPORT
Revenues, Expenditures and
Ending Balances - All Funds

37 68379 0000000
Form L
E8AJ4TCBZG(2023-24)

Description	Object Codes	Lottery: Unrestricted (Resource 1100)	Transferred to Other Resources for Expenditure	Lottery: Instructional Materials (Resource 6300)*	Totals
A. AMOUNT AVAILABLE FOR THIS FISCAL YEAR					
1. Adjusted Beginning Fund Balance	9791-9795	896,816.63		1,721.98	898,538.61
2. State Lottery Revenue	8560	887,000.69		461,333.94	1,348,334.63
3. Other Local Revenue	8600-8799	0.00		0.00	0.00
4. Transfers from Funds of Lapsed/Reorganized Districts	8965	0.00		0.00	0.00
5. Contributions from Unrestricted Resources (Total must be zero)	8980	0.00			0.00
6. Total Available (Sum Lines A1 through A5)		1,783,817.32	0.00	463,055.92	2,246,873.24
B. EXPENDITURES AND OTHER FINANCING USES					
1. Certificated Salaries	1000-1999	526,439.50		0.00	526,439.50
2. Classified Salaries	2000-2999	0.00		0.00	0.00
3. Employee Benefits	3000-3999	178,063.32		0.00	178,063.32
4. Books and Supplies	4000-4999	0.00		463,055.92	463,055.92
5. a. Services and Other Operating Expenditures (Resource 1100)	5000-5999	0.00			0.00
b. Services and Other Operating Expenditures (Resource 6300)	5000-5999, except 5100, 5710, 5800			0.00	0.00
c. Duplicating Costs for Instructional Materials (Resource 6300)	5100, 5710, 5800			0.00	0.00
6. Capital Outlay	6000-6999	0.00		0.00	0.00
7. Tuition	7100-7199	0.00			0.00
8. Interagency Transfers Out					
a. To Other Districts, County Offices, and Charter Schools	7211, 7212, 7221, 7222, 7281, 7282	0.00			0.00
b. To JPAs and All Others	7213, 7223, 7283, 7299	0.00			0.00
9. Transfers of Indirect Costs	7300-7399	0.00			0.00
10. Debt Service	7400-7499	0.00			0.00
11. All Other Financing Uses	7630-7699	0.00			0.00
12. Total Expenditures and Other Financing Uses (Sum Lines B1 through B11)		704,502.82	0.00	463,055.92	1,167,558.74
C. ENDING BALANCE (Must equal Line A6 minus Line B12)	979Z	1,079,314.50	0.00	0.00	1,079,314.50
D. COMMENTS:					

Data from this report will be used to prepare a report to the Legislature as required by Control Section 24.60 of the Budget Act.

*Pursuant to Government Code Section 8880.4(a)(2)(B) and the definition in Education Code Section 60010(h), Resource 6300 funds are to be used for the purchase of instructional materials only. Any amounts in the shaded cells of this column should be reviewed for appropriateness.

Goal	Program/Activity	Direct Costs			Central Admin Costs (col. 3 x Sch. CAC line E) Column 4	Other Costs (Schedule OC) Column 5	Total Costs by Program (col. 3 + 4 + 5) Column 6
		Direct Charged (Schedule DCC) Column 1	Allocated (Schedule AC) Column 2	Subtotal (col. 1 + 2) Column 3			
Instructional Goals							
0001	Pre-Kindergarten	205,806.79	711,538.16	917,344.95	102,173.96		1,019,518.91
1110	Regular Education, K–12	45,146,233.81	11,612,443.94	56,758,677.75	6,321,786.46		63,080,464.21
3100	Alternative Schools	0.00	0.00	0.00	0.00		0.00
3200	Continuation Schools	0.00	0.00	0.00	0.00		0.00
3300	Independent Study Centers	0.00	0.00	0.00	0.00		0.00
3400	Opportunity Schools	0.00	0.00	0.00	0.00		0.00
3550	Community Day Schools	0.00	0.00	0.00	0.00		0.00
3700	Specialized Secondary Programs	0.00	0.00	0.00	0.00		0.00
3800	Career Technical Education	0.00	0.00	0.00	0.00		0.00
4110	Regular Education, Adult	0.00	0.00	0.00	0.00		0.00
4610	Adult Independent Study Centers	0.00	0.00	0.00	0.00		0.00
4620	Adult Correctional Education	0.00	0.00	0.00	0.00		0.00
4630	Adult Career Technical Education	0.00	0.00	0.00	0.00		0.00
4760	Bilingual	110,722.92	0.00	110,722.92	12,332.33		123,055.25
4850	Migrant Education	0.00	0.00	0.00	0.00		0.00
5000-5999	Special Education	16,406,123.56	3,560,537.16	19,966,660.72	2,223,888.41		22,190,549.13
6000	Regional Occupational Ctr/Prg (ROC/P)	0.00	0.00	0.00	0.00		0.00
Other Goals							
7110	Nonagency - Educational	0.00	0.00	0.00	0.00		0.00
7150	Nonagency - Other	0.00	0.00	0.00	0.00		0.00
8100	Community Services	0.00	0.00	0.00	0.00		0.00
8500	Child Care and Development Services	0.00	0.00	0.00	0.00		0.00
Other Costs							
---	Food Services					0.00	0.00
---	Enterprise					0.00	0.00
---	Facilities Acquisition & Construction					1,902,672.79	1,902,672.79
---	Other Outgo					299,024.00	299,024.00
Other Funds ----	Adult Education, Child Development, Cafeteria, Foundation ([Column 3 + CAC, line C5] times CAC, line E)		0.00	0.00	620,709.47		620,709.47
----	Indirect Cost Transfers to Other Funds (Net of Funds 01, 09, 62, Function 7210, Object 7350)				(179,728.00)		(179,728.00)
---	**Total General Fund and Charter Schools Funds Expenditures**	61,868,887.08	15,884,519.26	77,753,406.34	9,101,162.63	2,201,696.79	89,056,265.76

Goal	Type of Program	Instruction (Functions 1000-1999)	Instructional Supervision and Administration (Functions 2100-2200)	Library, Media, Technology and Other Instructional Resources (Functions 2420-2495)	School Administration (Function 2700)	Pupil Support Services (Functions 3110-3160 and 3900)	Pupil Transportation (Function 3600)	Ancillary Services (Functions 4000-4999)	Community Services (Functions 5000-5999)	General Administration (Functions 7000-7999, except 7210)*	Plant Maintenance and Operations (Functions 8100-8400)	Facilities Rents and Leases (Function 8700)	Total
Instructional Goals													
0001	Pre-Kindergarten	205,806.79	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	205,806.79
1110	Regular Education, K–12	40,762,339.92	659,548.36	775,245.26	2,102,197.77	739,216.77	0.00	107,685.73			0.00	0.00	45,146,233.81
3100	Alternative Schools	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
3200	Continuation Schools	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
3300	Independent Study Centers	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
3400	Opportunity Schools	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
3550	Community Day Schools	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
3700	Specialized Secondary Programs	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
3800	Career Technical Education	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
4110	Regular Education, Adult	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
4610	Adult Independent Study Centers	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
4620	Adult Correctional Education	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
4630	Adult Career Technical Education	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
4760	Bilingual	108,372.92	0.00	2,350.00	0.00	0.00	0.00	0.00			0.00	0.00	110,722.92
4850	Migrant Education	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
5000-5999	Special Education	15,017,857.54	363,942.32	0.00	151,718.94	872,604.76	0.00	0.00			0.00	0.00	16,406,123.56
6000	ROC/P	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
Other Goals													
7110	Nonagency - Educational	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
7150	Nonagency - Other	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
8100	Community Services		0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00	0.00	0.00
8500	Child Care and Development Services	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00	0.00	0.00
Total Direct Charged Costs		56,094,377.17	1,023,490.68	777,595.26	2,253,916.71	1,611,821.53	0.00	107,685.73	0.00	0.00	0.00	0.00	61,868,887.08

* Functions 7100-7199 for goals 8100 and 8500

Goal	Type of Program	Allocated Support Costs (Based on factors input on Form PCRAF)			Total
		Full-Time Equivalents	Classroom Units	Pupils Transported	
Instructional Goals					
0001	Pre-Kindergarten	401,059.15	310,479.01	0.00	711,538.16
1110	Regular Education, K–12	4,239,119.07	6,706,346.71	666,978.16	11,612,443.94
3100	Alternative Schools	0.00	0.00	0.00	0.00
3200	Continuation Schools	0.00	0.00	0.00	0.00
3300	Independent Study Centers	0.00	0.00	0.00	0.00
3400	Opportunity Schools	0.00	0.00	0.00	0.00
3550	Community Day Schools	0.00	0.00	0.00	0.00
3700	Specialized Secondary Programs	0.00	0.00	0.00	0.00
3800	Career Technical Education	0.00	0.00	0.00	0.00
4110	Regular Education, Adult	0.00	0.00	0.00	0.00
4610	Adult Independent Study Centers	0.00	0.00	0.00	0.00
4620	Adult Correctional Education	0.00	0.00	0.00	0.00
4630	Adult Career Technical Education	0.00	0.00	0.00	0.00
4760	Bilingual	0.00	0.00	0.00	0.00
4850	Migrant Education	0.00	0.00	0.00	0.00
5000-5999	Special Education (allocated to 5001)	2,204,464.27	1,024,580.75	331,492.14	3,560,537.16
6000	ROC/P	0.00	0.00	0.00	0.00
Other Goals					
7110	Nonagency - Educational	0.00	0.00	0.00	0.00
7150	Nonagency - Other	0.00	0.00	0.00	0.00
8100	Community Services	0.00	0.00	0.00	0.00
8500	Child Care and Development Svcs.	0.00	0.00	0.00	0.00
Other Funds					
- -	Adult Education (Fund 11)	0.00	0.00	0.00	0.00
- -	Child Development (Fund 12)	0.00	0.00	0.00	0.00
- -	Cafeteria (Funds 13 and 61)	0.00	0.00	0.00	0.00
Total Allocated Support Costs		6,844,642.49	8,041,406.47	998,470.30	15,884,519.26

A.	**Central Administration Costs in General Fund and Charter Schools Funds**	
1	Board and Superintendent (Funds 01, 09, and 62, Functions 7100-7180, Goals 0000-6999 and 9000, Objects 1000-7999)	1,269,779.72
2	External Financial Audits (Funds 01, 09, and 62, Functions 7190-7191, Goals 0000-6999 and 9000, Objects 1000 - 7999)	20,840.00
3	Other General Administration (Funds 01, 09, and 62, Functions 7200-7600 except 7210, Goal 0000, Objects 1000-7999)	6,710,438.99
4	Centralized Data Processing (Funds 01, 09, and 62, Function 7700, Goal 0000, Objects 1000-7999)	1,279,831.92
5	Total Central Administration Costs in General Fund and Charter Schools Funds	9,280,890.63
B.	**Direct Charged and Allocated Costs in General Fund and Charter Schools Funds**	
1	Total Direct Charged Costs (from Form PCR, Column 1, Total)	61,868,887.08
2	Total Allocated Costs (from Form PCR, Column 2, Total)	15,884,519.26
3	Total Direct Charged and Allocated Costs in General Fund and Charter Schools Funds	77,753,406.34
C.	**Direct Charged Costs in Other Funds**	
1	Adult Education (Fund 11, Objects 1000-5999, except 5100)	0.00
2	Child Development (Fund 12, Objects 1000-5999, except 5100)	1,760,393.23
3	Cafeteria (Funds 13 & 61, Objects 1000-5999, except 5100)	3,812,501.26
4	Foundation (Funds 19 & 57, Objects 1000-5999, except 5100)	0.00
5	Total Direct Charged Costs in Other Funds	5,572,894.49
D.	**Total Direct Charged and Allocated Costs (B3 + C5)**	83,326,300.83
E.	**Ratio of Central Administration Costs to Direct Charged and Allocated Costs (A5/D)**	11.14%

Type of Activity	Food Services (Function 3700)	Enterprise (Function 6000)	Facilities Acquisition & Construction (Function 8500)	Other Outgo (Functions 9000-9999)	Total
Food Services (Objects 1000-5999, 6400-6920)	0.00				0.00
Enterprise (Objects 1000-5999, 6400-6920)		0.00			0.00
Facilities Acquisition & Construction (Objects 1000-6700)			1,902,672.79		1,902,672.79
Other Outgo (Objects 1000 - 7999)				299,024.00	299,024.00
Total Other Costs	0.00	0.00	1,902,672.79	299,024.00	2,201,696.79

		Teacher Full-Time Equivalents				Classroom Units		Pupils Transported
		Instructional Supervision and Administration (Functions 2100 - 2200)	Library, Media, Technology and Other Instructional Resources (Functions 2420-2495)	School Administration (Function 2700)	Pupil Support Services (Functions 3100-3199 & 3900)	Plant Maintenance and Operations (Functions 8100-8400)	Facilities Rents and Leases (Function 8700)	Pupil Transportation (Function 3600)
A. Amount of Undistributed Expenditures, Funds 01, 09, and 62, Goals 0000 and 9000 (will be allocated based on factors input)		279,399.27	0.00	1,996,616.90	4,568,626.32	8,041,406.47	0.00	998,470.30
B. Enter Allocation Factor(s) by Goal:		FTE Factor(s)	FTE Factor(s)	FTE Factor(s)	FTE Factor(s)	CU Factor(s)	CU Factor(s)	PT Factor(s)
(Note: Allocation factors are only needed for a column if there are undistributed expenditures in line A.)								
Instructional Goals	**Description**							
0001	Pre-Kindergarten	1.00		1.00	1.00	10.00		
1110	Regular Education, K–12	2.00	7.00	20.00	9.50	216.00		167.00
3100	Alternative Schools							
3200	Continuation Schools							
3300	Independent Study Centers							
3400	Opportunity Schools							
3550	Community Day Schools							
3700	Specialized Secondary Programs							
3800	Career Technical Education							
4110	Regular Education, Adult							
4610	Adult Independent Study Centers							
4620	Adult Correctional Education							
4630	Adult Career Technical Education							
4760	Bilingual							
4850	Migrant Education							
5000-5999	Special Education (allocated to 5001)	1.00		1.00	8.50	33.00		83.00
6000	ROC/P							
Other Goals	**Description**							
7110	Nonagency - Educational							
7150	Nonagency - Other							
8100	Community Services							
8500	Child Care and Development Services							
Other Funds	**Description**							
- -	Adult Education (Fund 11)							
- -	Child Development (Fund 12)							
- -	Cafeteria (Funds 13 & 61)							
C. Total Allocation Factors		4.00	7.00	22.00	19.00	259.00	0.00	250.00

Object Code	Description	Special Education, Unspecified (Goal 5001)	Regionalized Services (Goal 5050)	Regionalized Program Specialist (Goal 5060)	Special Education, Infants (Goal 5710)	Special Education, Preschool Students (Goal 5730)	Spec. Education, Ages 5-22 (Goal 5760)	Adjustments*	Total
	UNDUPLICATED PUPIL COUNT								727.00
TOTAL EXPENDITURES (Funds 01, 09, & 62; resources 0000-9999)									
1000-1999	Certificated Salaries	206,692.28	0.00	0.00	0.00	361,784.91	4,430,361.29		4,998,838.48
2000-2999	Classified Salaries	195,171.55	0.00	0.00	0.00	250,909.07	2,780,613.04		3,226,693.66
3000-3999	Employee Benefits	150,079.88	0.00	0.00	0.00	273,739.14	3,192,893.53		3,616,712.55
4000-4999	Books and Supplies	9,202.86	0.00	0.00	0.00	0.00	100,409.69		109,612.55
5000-5999	Services and Other Operating Expenditures	129,436.96	0.00	0.00	0.00	0.00	4,324,829.36		4,454,266.32
6000-6999	Capital Outlay (except objects 6600, 6700, 6910 & 6920)	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7130	State Special Schools	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7430-7439	Debt Service	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Direct Costs	690,583.53	0.00	0.00	0.00	886,433.12	14,829,106.91	0.00	16,406,123.56
7310	Transfers of Indirect Costs	1,738.00	0.00	0.00	0.00	0.00	0.00		1,738.00
7350	Transfers of Indirect Costs - Interfund	0.00	0.00	0.00	0.00	0.00	0.00		0.00
PCRA	Program Cost Report Allocations	3,560,537.25							3,560,537.25
	Total Indirect Costs and PCR Allocations	3,562,275.25	0.00	0.00	0.00	0.00	0.00	0.00	3,562,275.25
	TOTAL COSTS	4,252,858.78	0.00	0.00	0.00	886,433.12	14,829,106.91	0.00	19,968,398.81
FEDERAL EXPENDITURES (Funds 01, 09, and 62; resources 3000-5999, except 3385)									
1000-1999	Certificated Salaries	0.00	0.00	0.00	0.00	123,223.76	30,965.54		154,189.30
2000-2999	Classified Salaries	0.00	0.00	0.00	0.00	42,907.58	614,730.98		657,638.56
3000-3999	Employee Benefits	0.00	0.00	0.00	0.00	59,002.30	304,000.62		363,002.92
4000-4999	Books and Supplies	0.00	0.00	0.00	0.00	0.00	0.00		0.00
5000-5999	Services and Other Operating Expenditures	0.00	0.00	0.00	0.00	0.00	499,696.41		499,696.41
6000-6999	Capital Outlay (except objects 6600, 6700, 6910 & 6920)	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7130	State Special Schools	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7430-7439	Debt Service	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Direct Costs	0.00	0.00	0.00	0.00	225,133.64	1,449,393.55	0.00	1,674,527.19
7310	Transfers of Indirect Costs	1,738.00	0.00	0.00	0.00	0.00	0.00		1,738.00
7350	Transfers of Indirect Costs - Interfund	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Indirect Costs	1,738.00	0.00	0.00	0.00	0.00	0.00	0.00	1,738.00
	TOTAL BEFORE OBJECT 8980	1,738.00	0.00	0.00	0.00	225,133.64	1,449,393.55	0.00	1,676,265.19
8980	Less: Contributions from Unrestricted Revenues to Federal Resources (Resources 3310-3400, except 3385, all goals; resources 3000-3178 & 3410-5810, goals 5000-5999)								0.00
	TOTAL COSTS								1,676,265.19
STATE AND LOCAL EXPENDITURES (Funds 01, 09, & 62; resources 0000-2999, 3385, & 6000-9999)									
1000-1999	Certificated Salaries	206,692.28	0.00	0.00	0.00	238,561.15	4,399,395.75		4,844,649.18

Object Code	Description	Special Education, Unspecified (Goal 5001)	Regionalized Services (Goal 5050)	Regionalized Program Specialist (Goal 5060)	Special Education, Infants (Goal 5710)	Special Education, Preschool Students (Goal 5730)	Spec. Education, Ages 5-22 (Goal 5760)	Adjustments*	Total
2000-2999	Classified Salaries	195,171.55	0.00	0.00	0.00	208,001.49	2,165,882.06		2,569,055.10
3000-3999	Employee Benefits	150,079.88	0.00	0.00	0.00	214,736.84	2,888,892.91		3,253,709.63
4000-4999	Books and Supplies	9,202.86	0.00	0.00	0.00	0.00	100,409.69		109,612.55
5000-5999	Services and Other Operating Expenditures	129,436.96	0.00	0.00	0.00	0.00	3,825,132.95		3,954,569.91
6000-6999	Capital Outlay (except objects 6600, 6700, 6910 & 6920)	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7130	State Special Schools	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7430-7439	Debt Service	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Direct Costs	690,583.53	0.00	0.00	0.00	661,299.48	13,379,713.36	0.00	14,731,596.37
7310	Transfers of Indirect Costs	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7350	Transfers of Indirect Costs - Interfund	0.00	0.00	0.00	0.00	0.00	0.00		0.00
PCRA	Program Cost Report Allocations	3,560,537.25							3,560,537.25
	Total Indirect Costs and PCR Allocations	3,560,537.25	0.00	0.00	0.00	0.00	0.00	0.00	3,560,537.25
	TOTAL BEFORE OBJECT 8980	4,251,120.78	0.00	0.00	0.00	661,299.48	13,379,713.36	0.00	18,292,133.62
8980	Contributions from Unrestricted Revenues to Federal Resources (from Federal Expenditures section)								0.00
	TOTAL COSTS								18,292,133.62
LOCAL EXPENDITURES (Funds 01, 09, & 62; resources 0000-1999 & 8000-9999)									
1000-1999	Certificated Salaries	0.00	0.00	0.00	0.00	4,198.21	115,826.98		120,025.19
2000-2999	Classified Salaries	62,529.00	0.00	0.00	0.00	46,871.87	428,746.75		538,147.62
3000-3999	Employee Benefits	28,054.30	0.00	0.00	0.00	35,048.35	363,451.25		426,553.90
4000-4999	Books and Supplies	9,202.86	0.00	0.00	0.00	0.00	60,938.91		70,141.77
5000-5999	Services and Other Operating Expenditures	(4,120.04)	0.00	0.00	0.00	0.00	85,779.41		81,659.37
6000-6999	Capital Outlay (except objects 6600, 6700, 6910 & 6920)	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7130	State Special Schools	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7430-7439	Debt Service	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Direct Costs	95,666.12	0.00	0.00	0.00	86,118.43	1,054,743.30	0.00	1,236,527.85
7310	Transfers of Indirect Costs	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7350	Transfers of Indirect Costs - Interfund	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Indirect Costs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL BEFORE OBJECT 8980	95,666.12	0.00	0.00	0.00	86,118.43	1,054,743.30	0.00	1,236,527.85
8980	Contributions from Unrestricted Revenues to Federal Resources (from Federal Expenditures section)								0.00
8980	Contributions from Unrestricted Revenues to State Resources (Resources 3385, 6500, 6510, & 7240, all goals; resources 2000-2999 & 6010-7810, except 6500, 6510, & 7240, goals 5000-5999)								7,409,024.39
	TOTAL COSTS								8,645,552.24

* Attach an additional sheet with explanations of any amounts in the Adjustments column.

2022-23 Expenditures	A. State and Local	B. Local Only
1. Enter Total Costs amounts from the 2022-23 Report SEMA, 2022-23 Expenditures by LEA (LE-CY) worksheet, Total Column, for the State and Local Expenditures section and the Local Expenditures section		
2. Enter audit adjustments of 2022-23 special education expenditures from SACS2024ALL data, not included in Line 1 (explain below) (Funds 01, 09, and 62; resources 0000-2999 & 6000-9999; Object 9793)		
3. Enter restatements of 2023-24 special education beginning fund balances from SACS2024ALL data, not included in Line 1 (explain below) (Funds 01, 09, and 62; resources 0000 - 2999 & 6000 - 9999; Object 9795)		
4. Enter any other adjustments, not included in Line 1 (explain below)		
5. 2022-23 Expenditures, Adjusted for 2023-24 MOE Calculation (Sum lines 1 through 4)	0.00	0.00

C. Unduplicated Pupil Count	
1. Enter the unduplicated pupil count reported in 2022-23 Report SEMA, 2022-23 Expenditures by LEA (LE-CY) worksheet	
2. Enter any adjustments not included in Line C1 (explain below)	
3. 2022-23 Unduplicated Pupil Count, Adjusted for 2023-24 MOE Calculation (Line C1 plus Line C2)	0.00

SELPA: **South County (PA)**

This form is used to check maintenance of effort (MOE) for an LEA, whether the LEA is a member of a SELPA or is a single-LEA SELPA. If a member of a SELPA, submit this form together with the 2023-24 Expenditures by LEA (LE-CY) and the 2022-23 Expenditures by LEA (LE-PY) to the SELPA AU. If a single-LEA SELPA, submit the forms to the CDE.

Per the federal Subsequent Years Rule, in order to determine the required level of effort, the LEA must look back to the last fiscal year in which the LEA maintained effort using the same method by which it is currently establishing the compliance standard. To meet the requirement of the Subsequent Years Rule, the LMC-A worksheet has been revised to make changes to sections 3.A.1, 3.A.2, 3.B.1, and 3.B.2. The revised sections allow the LEA to compare the 2023-24 expenditures to the most recent fiscal year the LEA met MOE using that method, which is the comparison year. To ensure the LEA is comparing 2023-24 expenditures to the appropriate comparison year, the LEA is required to complete the Subsequent Years Tracking (SYT) worksheet with their LMC-A worksheet. The SYT worksheet tracks the result for each of the four methods back to FY 2011-12, which is the baseline year for LEA MOE calculations established by the Office of Special Education Programs. The SYT worksheet is available at:http://www.cde.ca.gov/sp/se/as/documents/subseqyrtrckwrksht.xls.

There are four methods that the LEA can use to demonstrate the compliance standard. They are (1) combined state and local expenditures; (2) combined state and local expenditures on a per capita basis; (3) local expenditures only; and (4) local expenditures only on a per capita basis.

The LEA is only required to pass one of the tests to meet the MOE requirement. However, the LEA is required to show results for all four methods. These results are necessary both for historical purposes and for the possibility that the LEA may want, or need, to switch methods in future years.

SECTION 1 — Exempt Reduction Under 34 CFR Section 300.204

If your LEA determines that a reduction in expenditures occurred as a result of one or more of the following conditions, you may calculate a reduction to the required MOE standard. Reductions may apply to combined state and local MOE standard, local only MOE standard, or both. If the LEA meets one of the conditions below, the LEA must complete and include the IDEA MOE Exemption Worksheet available at: http://www.cde.ca.gov/sp/se/as/documents/leamoeexempwrksht.xls

1. Voluntary departure, by retirement or otherwise, or departure for just cause, of special education or related services personnel.

2. A decrease in the enrollment of children with disabilities.

3. The termination of the obligation of the agency to provide a program of special education to a particular child with a disability that is an exceptionally costly program, as determined by the SEA, because the child:

a. Has left the jurisdiction of the agency;

b. Has reached the age at which the obligation of the agency to provide free appropriate public education (FAPE) to the child has terminated; or

c. No longer needs the program of special education.

4. The termination of costly expenditures for long-term purchases, such as the acquisition of equipment or the construction of school facilities.

5. The assumption of cost by the high cost fund operated by the SEA under 34 CFR Sec. 300.704(c).

Provide the condition number, if any, to be used in the calculation below:	State and Local	Local Only
Total exempt reductions	0.00	0.00

SECTION 2 — Reduction to MOE Requirement Under IDEA, Section 613 (a)(2)(C) (34 CFR Sec. 300.205)

IMPORTANT NOTE: Only LEAs that have a "meets requirement" compliance determination and that are not found significantly disproportionate for the current year are eligible to use this option to reduce their MOE requirement.

SELPA: **South County (PA)**

Up to 50% of the increase in IDEA Part B Section 611 funding in current year compared with prior year may be used to reduce the required level of state and local expenditures. This option is available only if the LEA used or will use the freed up funds for activities authorized under the Elementary and Secondary Education Act (ESEA) of 1965. Also, the amount of Part B funds used for early intervening services (34 CFR 300.226(a)) will count toward the maximum amount by which the LEA may reduce its MOE requirement under this exception [P.L. 108-446].

			State and Local	Local Only
Current year funding (IDEA Section 611 Local Assistance Grant Award - Resource 3310)				
Less: Prior year's funding (IDEA Section 611 Local Assistance Grant Awards - Resource 3310)				
Increase in funding (if difference is positive)	0.00			
Maximum available for MOE reduction (50% of increase in funding)	0.00	(a)		
Current year funding (IDEA Section 619 - Resource 3315)				
Maximum available for early intervening services (EIS) (15% of current year funding - Resources 3310 and 3315)	0.00	(b)		
If (b) is greater than (a).				
Enter portion to set aside for EIS (cannot exceed line (b), Maximum available for EIS)		(c)		
Available for MOE reduction. (line (a) minus line (c), zero if negative)	0.00	(d)		
Enter portion used to reduce MOE requirement (cannot exceed line (d), Available for MOE reduction).				
If (b) is less than (a).				
Enter portion used to reduce MOE requirement (first column cannot exceed line (a), Maximum available for MOE reduction, second and third columns cannot exceed (e), Portion used to reduce MOE requirement).		(e)		
Available to set aside for EIS (line (b) minus line (e), zero if negative)	0.00	(f)		

Note: If your LEA exercises the authority under 34 CFR 300.205(a) to reduce the MOE requirement, the LEA must list the activities (which are authorized under the ESEA) paid with the freed up funds:

SECTION 3

	Column A	Column B	Column C

SELPA: South County (PA)

		Actual Expenditures (LE-CY Worksheet) FY 2023-24	Actual Expenditures Comparison Year 2022-23	Difference (A - B)
A. COMBINED STATE AND LOCAL EXPENDITURES METHOD				
1.	Under "Comparison Year," enter the most recent year in which MOE compliance was met using the actual vs. actual method based on state and local expenditures.			
	a. Total special education expenditures	19,968,398.81		
	b. Less: Expenditures paid from federal sources	1,676,265.19		
	c. Expenditures paid from state and local sources	18,292,133.62	12,989,642.47	
	Add/Less: Adjustments required for MOE calculation			
	Comparison year's expenditures, adjusted for MOE calculation		12,989,642.47	
	Less: Exempt reduction(s) for SECTION1		0.00	
	Less: 50% reduction from SECTION 2		0.00	
	Net expenditures paid from state and local sources	18,292,133.62	12,989,642.47	5,302,491.15
	If the difference in Column C for the Section 3.A.1 is positive or zero, the MOE compliance requirement is met based on the combination of state and local expenditures.			

		Actual FY 2023-24	Comparison Year 22-23	Difference
2.	Under "Comparison Year," enter the most recent year in which MOE compliance was met using the actual vs. actual method based on the per capita state and local expenditures.			
	a. Total special education expenditures	19,968,398.81		
	b. Less: Expenditures paid from federal sources	1,676,265.19		
	c. Expenditures paid from state and local sources	18,292,133.62	12,989,642.47	
	Add/Less: Adjustments required for MOE calculation			
	Comparison year's expenditures, adjusted for MOE calculation		12,989,642.47	
	Less: Exempt reduction(s) from SECTION 1		0.00	
	Less: 50% reduction from SECTION 2		0.00	
	Net expenditures paid from state and local sources	18,292,133.62	12,989,642.47	
	d. Special education unduplicated pupil count	727.00	682.00	
	e. Per capita state and local expenditures (A2c/A2d)	25,161.12	19,046.40	6,114.72
	If the difference in Column C for the Section 3.A.2 is positive or zero, the MOE compliance requirement is met based on the per capita state and local expenditures.			

B. LOCAL EXPENDITURES ONLY METHOD

	Actual	Comparison Year

SELPA: South County (PA)

		FY 2023-24	21-22	Difference
1.	Under "Comparison Year," enter the most recent year in which MOE compliance was met using the actual vs. actual method based on local expenditures only.			
	a. Expenditures paid from local sources	8,645,552.24	7,515,784.02	
	Add/Less: Adjustments required for MOE calculation			
	Comparison year's expenditures, adjusted for MOE calculation		7,515,784.02	
	Less: Exempt reduction(s) from SECTION 1		0.00	
	Less: 50% reduction from SECTION 2		0.00	
	Net expenditures paid from local sources	8,645,552.24	7,515,784.02	1,129,768.22

If the difference in Column C for the Section 3.B.1 is positive or zero, the MOE compliance requirement is met based on the local expenditures only.

		Actual FY 2023-24	Comparison Year 21-22	Difference
2.	Under "Comparison Year," enter the most recent year in which MOE compliance was met using the actual vs. actual method based on the per capita local expenditures only.			
	a. Expenditures paid from local sources	8,645,552.24	7,515,784.02	
	Add/Less: Adjustments required for MOE calculation			
	Comparison year's expenditures, adjusted for MOE		7,515,784.02	
	Less: Exempt reduction(s) from SECTION 1		0.00	
	Less: 50% reduction from SECTION 2		0.00	
	Net expenditures paid from local sources	8,645,552.24	7,515,784.02	
	b. Special education unduplicated pupil count	727.00	682.00	
	c. Per capita local expenditures(B2a/ B2b)	11,892.09	11,020.21	871.88

If the difference in Column C for the Section 3.B.2 is positive or zero, the MOE compliance requirement is met based on the per capita local expenditures only.

Amounts must be entered in Column B for both sections 3.A and 3.B; if no costs, enter 0.

MARILYN ADRIANZEN	619-428-4476
Contact Name	Telephone Number
CHIEF BUSINESS OFFICIAL	marilyn.adrianzen@sysdschools.org
Title	Email Address

SELPA: South County (PA)

Object Code	Description	San Diego County Office of Education (PA00)	Chula Vista Elementary (PA01)	Coronado Unified (PA02)	National Elementary (PA03)	San Ysidro Elementary (PA04)	South Bay Union Elementary (PA05)
TOTAL EXPENDITURES - All Sources							
1000-1999	Certificated Salaries						
2000-2999	Classified Salaries						
3000-3999	Employee Benefits						
4000-4999	Books and Supplies						
5000-5999	Services and Other Operating Expenditures						
6000-6999	Capital Outlay (except objects 6600, 6700, 6910 & 6920)						
7130	State Special Schools						
7430-7439	Debt Service						
	Total Direct Costs	0.00	0.00	0.00	0.00	0.00	0.00
7310	Transfers of Indirect Costs						
7350	Transfers of Indirect Costs - Interfund						
PCRA	Program Cost Report Allocations						
	Total Indirect Costs and PCR Allocations	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL COSTS	0.00	0.00	0.00	0.00	0.00	0.00
EXPENDITURES - Paid from State and Local Sources							
1000-1999	Certificated Salaries						
2000-2999	Classified Salaries						
3000-3999	Employee Benefits						
4000-4999	Books and Supplies						
5000-5999	Services and Other Operating Expenditures						
6000-6999	Capital Outlay (except objects 6600, 6700, 6910 & 6920)						
7130	State Special Schools						
7430-7439	Debt Service						
	Total Direct Costs	0.00	0.00	0.00	0.00	0.00	0.00
7310	Transfers of Indirect Costs						
7350	Transfers of Indirect Costs - Interfund						
PCRA	Program Cost Report Allocations						
	Total Indirect Costs and PCR Allocations	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL BEFORE OBJECT 8980	0.00	0.00	0.00	0.00	0.00	0.00
8980	Contributions from Unrestricted Revenues to Federal Resources						
	TOTAL COSTS	0.00	0.00	0.00	0.00	0.00	0.00
EXPENDITURES - Paid from Local Sources							
1000-1999	Certificated Salaries						
2000-2999	Classified Salaries						

SELPA: South County (PA)

Object Code	Description	San Diego County Office of Education (PA00)	Chula Vista Elementary (PA01)	Coronado Unified (PA02)	National Elementary (PA03)	San Ysidro Elementary (PA04)	South Bay Union Elementary (PA05)
3000-3999	Employee Benefits						
4000-4999	Books and Supplies						
5000-5999	Services and Other Operating Expenditures						
6000-6999	Capital Outlay (except objects 6600, 6700, 6910 & 6920)						
7130	State Special Schools						
7430-7439	Debt Service						
	Total Direct Costs	0.00	0.00	0.00	0.00	0.00	0.00
7310	Transfers of Indirect Costs						
7350	Transfers of Indirect Costs - Interfund						
	Total Indirect Costs	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL BEFORE OBJECT 8980	0.00	0.00	0.00	0.00	0.00	0.00
8980	Contributions from Unrestricted Revenues to Federal Resources (from EXPENDITURES - Paid from State and Local Sources section)	0.00	0.00	0.00	0.00	0.00	0.00
8980	Contributions from Unrestricted Revenues to State Resources						
	TOTAL COSTS	0.00	0.00	0.00	0.00	0.00	0.00
UNDUPLICATED PUPIL COUNT							

* Attach an additional sheet with explanations of any amounts in the Adjustments column.

SELPA: South County (PA)

Object Code	Description	Sweetwater Union High (PA06)	Adjustments*	Total
TOTAL EXPENDITURES - All Sources				
1000-1999	Certificated Salaries			0.00
2000-2999	Classified Salaries			0.00
3000-3999	Employee Benefits			0.00
4000-4999	Books and Supplies			0.00
5000-5999	Services and Other Operating Expenditures			0.00
6000-6999	Capital Outlay (except objects 6600, 6700, 6910 & 6920)			0.00
7130	State Special Schools			0.00
7430-7439	Debt Service			0.00
	Total Direct Costs	0.00	0.00	0.00
7310	Transfers of Indirect Costs			0.00
7350	Transfers of Indirect Costs - Interfund			0.00
PCRA	Program Cost Report Allocations			0.00
	Total Indirect Costs and PCR Allocations	0.00	0.00	0.00
	TOTAL COSTS	0.00	0.00	0.00
EXPENDITURES - Paid from State and Local Sources				
1000-1999	Certificated Salaries			0.00
2000-2999	Classified Salaries			0.00
3000-3999	Employee Benefits			0.00
4000-4999	Books and Supplies			0.00
5000-5999	Services and Other Operating Expenditures			0.00
6000-6999	Capital Outlay (except objects 6600, 6700, 6910 & 6920)			0.00
7130	State Special Schools			0.00
7430-7439	Debt Service			0.00
	Total Direct Costs	0.00	0.00	0.00
7310	Transfers of Indirect Costs			0.00
7350	Transfers of Indirect Costs - Interfund			0.00
PCRA	Program Cost Report Allocations			0.00
	Total Indirect Costs and PCR Allocations	0.00	0.00	0.00
	TOTAL BEFORE OBJECT 8980	0.00	0.00	0.00
8980	Contributions from Unrestricted Revenues to Federal Resources			0.00
	TOTAL COSTS	0.00	0.00	0.00
EXPENDITURES - Paid from Local Sources				
1000-1999	Certificated Salaries			0.00

SELPA: South County (PA)

Object Code	Description	Sweetwater Union High (PA06)	Adjustments*	Total
2000-2999	Classified Salaries			0.00
3000-3999	Employee Benefits			0.00
4000-4999	Books and Supplies			0.00
5000-5999	Services and Other Operating Expenditures			0.00
6000-6999	Capital Outlay (except objects 6600, 6700, 6910 & 6920)			0.00
7130	State Special Schools			0.00
7430-7439	Debt Service			0.00
	Total Direct Costs	0.00	0.00	0.00
7310	Transfers of Indirect Costs			0.00
7350	Transfers of Indirect Costs - Interfund			0.00
	Total Indirect Costs	0.00	0.00	0.00
	TOTAL BEFORE OBJECT 8980	0.00	0.00	0.00
8980	Contributions from Unrestricted Revenues to Federal Resources (from EXPENDITURES - Paid from State and Local Sources section)	0.00	0.00	0.00
8980	Contributions from Unrestricted Revenues to State Resources			0.00
	TOTAL COSTS	0.00	0.00	0.00
UNDUPLICATED PUPIL COUNT				0.00

* Attach an additional sheet with explanations of any amounts in the Adjustments column.

Object Code	Description	Special Education, Unspecified (Goal 5001)	Regionalized Services (Goal 5050)	Regionalized Program Specialist (Goal 5060)	Special Education, Infants (Goal 5710)	Special Education, Preschool Students (Goal 5730)	Spec. Education, Ages 5-22 (Goal 5760)	Adjustments*	Total
	UNDUPLICATED PUPIL COUNT								727.00
TOTAL BUDGET (Funds 01, 09, & 62; resources 0000-9999)									
1000-1999	Certificated Salaries	300,103.58	0.00	0.00	0.00	506,892.03	4,370,273.50		5,177,269.11
2000-2999	Classified Salaries	282,331.97	0.00	0.00	0.00	274,607.60	2,495,605.00		3,052,544.57
3000-3999	Employee Benefits	238,931.60	0.00	0.00	0.00	324,330.55	3,270,313.56		3,833,575.71
4000-4999	Books and Supplies	5,000.00	0.00	0.00	0.00	0.00	96,000.00		101,000.00
5000-5999	Services and Other Operating Expenditures	0.00	0.00	0.00	0.00	666.00	2,500,000.00		2,500,666.00
6000-6999	Capital Outlay (except objects 6600, 6700, 6910 & 6920)	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7130	State Special Schools	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7430-7439	Debt Service	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Direct Costs	826,367.15	0.00	0.00	0.00	1,106,496.18	12,732,192.06	0.00	14,665,055.39
7310	Transfers of Indirect Costs	80,433.00	0.00	0.00	0.00	0.00	0.00		80,433.00
7350	Transfers of Indirect Costs - Interfund	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Indirect Costs	80,433.00	0.00	0.00	0.00	0.00	0.00	0.00	80,433.00
	TOTAL COSTS	906,800.15	0.00	0.00	0.00	1,106,496.18	12,732,192.06	0.00	14,745,488.39
STATE AND LOCAL BUDGET (Funds 01, 09, & 62; resources 0000-2999, 3385, & 6000-9999)									
1000-1999	Certificated Salaries	300,103.58	0.00	0.00	0.00	188,171.40	4,319,534.50		4,807,809.48
2000-2999	Classified Salaries	282,331.97	0.00	0.00	0.00	274,607.60	2,099,850.91		2,656,790.48
3000-3999	Employee Benefits	238,931.60	0.00	0.00	0.00	269,947.29	2,977,020.54		3,485,899.43
4000-4999	Books and Supplies	5,000.00	0.00	0.00	0.00	0.00	96,000.00		101,000.00
5000-5999	Services and Other Operating Expenditures	0.00	0.00	0.00	0.00	0.00	2,500,000.00		2,500,000.00
6000-6999	Capital Outlay (except objects 6600, 6700, 6910 & 6920)	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7130	State Special Schools	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7430-7439	Debt Service	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Direct Costs	826,367.15	0.00	0.00	0.00	732,726.29	11,992,405.95	0.00	13,551,499.39
7310	Transfers of Indirect Costs	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7350	Transfers of Indirect Costs - Interfund	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Indirect Costs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL BEFORE OBJECT 8980	826,367.15	0.00	0.00	0.00	732,726.29	11,992,405.95	0.00	13,551,499.39
8980	Contributions from Unrestricted Revenues to Federal Resources (Resources 3310-3400, except 3385, all goals; resources 3000-3178 & 3410-5810, goals 5000-5999)								0.00
	TOTAL COSTS								13,551,499.39
LOCAL BUDGET (Funds 01, 09, & 62; resources 0000-1999 & 8000-9999)									

Object Code	Description	Special Education, Unspecified (Goal 5001)	Regionalized Services (Goal 5050)	Regionalized Program Specialist (Goal 5060)	Special Education, Infants (Goal 5710)	Special Education, Preschool Students (Goal 5730)	Spec. Education, Ages 5-22 (Goal 5760)	Adjustments*	Total
1000-1999	Certificated Salaries	0.00	0.00	0.00	0.00	0.00	95,052.91		95,052.91
2000-2999	Classified Salaries	88,000.46	0.00	0.00	0.00	76,228.71	778,225.62		942,454.79
3000-3999	Employee Benefits	51,438.81	0.00	0.00	0.00	52,046.02	538,637.78		642,122.61
4000-4999	Books and Supplies	5,000.00	0.00	0.00	0.00	0.00	0.00		5,000.00
5000-5999	Services and Other Operating Expenditures	0.00	0.00	0.00	0.00	0.00	0.00		0.00
6000-6999	Capital Outlay (except objects 6600, 6700, 6910 & 6920)	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7130	State Special Schools	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7430-7439	Debt Service	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Direct Costs	144,439.27	0.00	0.00	0.00	128,274.73	1,411,916.31	0.00	1,684,630.31
7310	Transfers of Indirect Costs	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7350	Transfers of Indirect Costs - Interfund	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Indirect Costs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL BEFORE OBJECT 8980	144,439.27	0.00	0.00	0.00	128,274.73	1,411,916.31	0.00	1,684,630.31
8980	Contributions from Unrestricted Revenues to Federal Resources (from State and Local Budget section)								0.00
8980	Contributions from Unrestricted Revenues to State Resources (Resources 3385, 6500-6540, & 7240, all goals; resources 2000-2999 & 6010-7810, except 6500-6540, & 7240, goals 5000-5999)								8,783,566.06
	TOTAL COSTS								10,468,196.37

* Attach an additional sheet with explanations of any amounts in the Adjustments column.

Object Code	Description	Special Education, Unspecified (Goal 5001)	Regionalized Services (Goal 5050)	Regionalized Program Specialist (Goal 5060)	Special Education, Infants (Goal 5710)	Special Education, Preschool Students (Goal 5730)	Spec. Education, Ages 5-22 (Goal 5760)	Spec. Education, Ages 5-22 Nonseverely Disabled (Goal 5770)	Adjustments*	Total
	UNDUPLICATED PUPIL COUNT									727.00
TOTAL EXPENDITURES (Funds 01, 09, & 62; resources 0000-9999)										
1000-1999	Certificated Salaries	206,692.28	0.00	0.00	0.00	361,784.91	4,430,361.29	0.00		4,998,838.48
2000-2999	Classified Salaries	195,171.55	0.00	0.00	0.00	250,909.07	2,780,613.04	0.00		3,226,693.66
3000-3999	Employee Benefits	150,079.88	0.00	0.00	0.00	273,739.14	3,192,893.53	0.00		3,616,712.55
4000-4999	Books and Supplies	9,202.86	0.00	0.00	0.00	0.00	100,409.69	0.00		109,612.55
5000-5999	Services and Other Operating Expenditures	129,436.96	0.00	0.00	0.00	0.00	4,324,829.36	0.00		4,454,266.32
6000-6999	Capital Outlay (except objects 6600, 6700, 6910 & 6920)	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7130	State Special Schools	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7430-7439	Debt Service	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Direct Costs	690,583.53	0.00	0.00	0.00	886,433.12	14,829,106.91	0.00	0.00	16,406,123.56
7310	Transfers of Indirect Costs	1,738.00	0.00	0.00	0.00	0.00	0.00	0.00		1,738.00
7350	Transfers of Indirect Costs - Interfund	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
PCRA	Program Cost Report Allocations (non-add)	3,560,537.25								3,560,537.25
	Total Indirect Costs	1,738.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,738.00
	TOTAL COSTS	692,321.53	0.00	0.00	0.00	886,433.12	14,829,106.91	0.00	0.00	16,407,861.56
FEDERAL EXPENDITURES (Funds 01, 09, and 62; resources 3000-5999, except 3385)										
1000-1999	Certificated Salaries	0.00	0.00	0.00	0.00	123,223.76	30,965.54	0.00		154,189.30
2000-2999	Classified Salaries	0.00	0.00	0.00	0.00	42,907.58	614,730.98	0.00		657,638.56
3000-3999	Employee Benefits	0.00	0.00	0.00	0.00	59,002.30	304,000.62	0.00		363,002.92
4000-4999	Books and Supplies	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
5000-5999	Services and Other Operating Expenditures	0.00	0.00	0.00	0.00	0.00	499,696.41	0.00		499,696.41
6000-6999	Capital Outlay (except objects 6600, 6700, 6910 & 6920)	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7130	State Special Schools	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7430-7439	Debt Service	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Direct Costs	0.00	0.00	0.00	0.00	225,133.64	1,449,393.55	0.00	0.00	1,674,527.19
7310	Transfers of Indirect Costs	1,738.00	0.00	0.00	0.00	0.00	0.00	0.00		1,738.00
7350	Transfers of Indirect Costs - Interfund	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Indirect Costs	1,738.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,738.00
	TOTAL BEFORE OBJECT 8980	1,738.00	0.00	0.00	0.00	225,133.64	1,449,393.55	0.00	0.00	1,676,265.19
8980	Less: Contributions from Unrestricted Revenues to Federal Resources (Resources 3310-3400, except 3385, all goals; resources 3000-3178 & 3410-5810, goals 5000-5999)									0.00
	TOTAL COSTS									1,676,265.19

Object Code	Description	Special Education, Unspecified (Goal 5001)	Regionalized Services (Goal 5050)	Regionalized Program Specialist (Goal 5060)	Special Education, Infants (Goal 5710)	Special Education, Preschool Students (Goal 5730)	Spec. Education, Ages 5-22 (Goal 5760)	Spec. Education, Ages 5-22 Nonseverely Disabled (Goal 5770)	Adjustments*	Total
STATE AND LOCAL EXPENDITURES (Funds 01, 09, & 62; resources 0000-2999, 3385, & 6000-9999)										
1000-1999	Certificated Salaries	206,692.28	0.00	0.00	0.00	238,561.15	4,399,395.75	0.00		4,844,649.18
2000-2999	Classified Salaries	195,171.55	0.00	0.00	0.00	208,001.49	2,165,882.06	0.00		2,569,055.10
3000-3999	Employee Benefits	150,079.88	0.00	0.00	0.00	214,736.84	2,888,892.91	0.00		3,253,709.63
4000-4999	Books and Supplies	9,202.86	0.00	0.00	0.00	0.00	100,409.69	0.00		109,612.55
5000-5999	Services and Other Operating Expenditures	129,436.96	0.00	0.00	0.00	0.00	3,825,132.95	0.00		3,954,569.91
6000-6999	Capital Outlay (except objects 6600, 6700, 6910 & 6920)	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7130	State Special Schools	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7430-7439	Debt Service	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Direct Costs	690,583.53	0.00	0.00	0.00	661,299.48	13,379,713.36	0.00	0.00	14,731,596.37
7310	Transfers of Indirect Costs	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7350	Transfers of Indirect Costs - Interfund	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
PCRA	Program Cost Report Allocations (non-add)	3,560,537.25								3,560,537.25
	Total Indirect Costs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL BEFORE OBJECT 8980	690,583.53	0.00	0.00	0.00	661,299.48	13,379,713.36	0.00	0.00	14,731,596.37
8980	Contributions from Unrestricted Revenues to Federal Resources (from Federal Expenditures section)									0.00
	TOTAL COSTS									14,731,596.37
LOCAL EXPENDITURES (Funds 01, 09, & 62; resources 0000-1999 & 8000-9999)										
1000-1999	Certificated Salaries	0.00	0.00	0.00	0.00	4,198.21	115,826.98	0.00		120,025.19
2000-2999	Classified Salaries	62,529.00	0.00	0.00	0.00	46,871.87	428,746.75	0.00		538,147.62
3000-3999	Employee Benefits	28,054.30	0.00	0.00	0.00	35,048.35	363,451.25	0.00		426,553.90
4000-4999	Books and Supplies	9,202.86	0.00	0.00	0.00	0.00	60,938.91	0.00		70,141.77
5000-5999	Services and Other Operating Expenditures	(4,120.04)	0.00	0.00	0.00	0.00	85,779.41	0.00		81,659.37
6000-6999	Capital Outlay (except objects 6600, 6700, 6910 & 6920)	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7130	State Special Schools	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7430-7439	Debt Service	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Direct Costs	95,666.12	0.00	0.00	0.00	86,118.43	1,054,743.30	0.00	0.00	1,236,527.85
7310	Transfers of Indirect Costs	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7350	Transfers of Indirect Costs - Interfund	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Indirect Costs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL BEFORE OBJECT 8980	95,666.12	0.00	0.00	0.00	86,118.43	1,054,743.30	0.00	0.00	1,236,527.85

Object Code	Description	Special Education, Unspecified (Goal 5001)	Regionalized Services (Goal 5050)	Regionalized Program Specialist (Goal 5060)	Special Education, Infants (Goal 5710)	Special Education, Preschool Students (Goal 5730)	Spec. Education, Ages 5-22 (Goal 5760)	Spec. Education, Ages 5-22 Nonseverely Disabled (Goal 5770)	Adjustments*	Total
8980	Contributions from Unrestricted Revenues to Federal Resources (from Federal Expenditures section)									0.00
8980	Contributions from Unrestricted Revenues to State Resources (Resources 3385, 6500, 6510, & 7240, all goals; resources 2000-2999 & 6010-7810, except 6500, 6510, & 7240, goals 5000-5999)									7,409,024.39
	TOTAL COSTS									8,645,552.24

* Attach an additional sheet with explanations of any amounts in the Adjustments column.

SELPA: **South County (PA)**

This form is used to check maintenance of effort (MOE) for an LEA, whether the LEA is a member of a SELPA or is a single-LEA SELPA. If a member of a SELPA, submit this form together with the 2024-25 Budget by LEA (LB-B) and the 2023-24 Expenditures by LEA (LE-B) to the SELPA AU. If a single-LEA SELPA, submit the forms to the CDE.

Per the federal Subsequent Years Rule, in order to determine the required level of effort, the LEA must look back to the last fiscal year in which the LEA maintained effort using the same method by which it is currently establishing the eligibility standard. To meet the requirement of the Subsequent Years Rule, the LMC-B worksheet has been revised to make changes to sections 3.A.1, 3.A.2, 3.B.1, and 3.B.2. The revised sections allow the LEA to compare the 2024-25 budgeted expenditures to the most recent fiscal year the LEA met MOE using that method, which is the comparison year. To ensure the LEA is comparing 2024-25 budgeted expenditures to the appropriate comparison year, the LEA is required to complete the Subsequent Years Tracking (SYT) worksheet with their LMC-B worksheet. The SYT worksheet tracks the result for each of the four methods back to FY 2011-12, which is the baseline year for LEA MOE calculations established by the Office of Special Education Programs. The SYT worksheet is available at: http://www.cde.ca.gov/sp/se/as/documents/subseqyrtrckwrksht.xls.

There are four methods that the LEA can use to demonstrate the eligibility standard. They are (1) combined state and local expenditures; (2) combined state and local expenditures on a per capita basis; (3) local expenditures only; and (4) local expenditures only on a per capita basis.

The LEA is only required to pass one of the tests to meet the MOE requirement. However, the LEA is required to show results for all four methods. These results are necessary both for historical purposes and for the possibility that the LEA may want, or need, to switch methods in future years.

SECTION 1 — Exempt Reduction Under 34 CFR Section 300.204

If your LEA determines that a reduction in expenditures occurred as a result of one or more of the following conditions, you may calculate a reduction to the required MOE standard. Reductions may apply to combined state and local MOE standard, local only MOE standard, or both. If the LEA meets one of the conditions below, the LEA must complete and include the IDEA MOE Exemption Worksheet available at: http://www.cde.ca.gov/sp/se/as/documents/leamoeexempwrksht.xls.

1. Voluntary departure, by retirement or otherwise, or departure for just cause, of special education or related services personnel.

2. A decrease in the enrollment of children with disabilities.

3. The termination of the obligation of the agency to provide a program of special education to a particular child with a disability that is an exceptionally costly program, as determined by the SEA, because the child:

a. Has left the jurisdiction of the agency;

b. Has reached the age at which the obligation of the agency to provide free appropriate public education (FAPE) to the child has terminated; or

c. No longer needs the program of special education.

4. The termination of costly expenditures for long-term purchases, such as the acquisition of equipment or the construction of school facilities.

5. The assumption of cost by the high cost fund operated by the SEA under 34 CFR Sec. 300.704(c).

Provide the condition number, if any, to be used in the calculation below:	State and Local	Local Only
Total exempt reductions	0.00	0.00

SECTION 2 — Reduction to MOE Requirement Under IDEA, Section 613 (a)(2)(C) (34 CFR Sec. 300.205)

IMPORTANT NOTE: Only LEAs that have a "meets requirement" compliance determination and that are not found significantly disproportionate for the current year are eligible to use this option to reduce their MOE requirement.

SELPA: **South County (PA)**

Up to 50% of the increase in IDEA Part B Section 611 funding in current year compared with prior year may be used to reduce the required level of state and local expenditures. This option is available only if the LEA used or will use the freed up funds for activities authorized under the Elementary and Secondary Education Act (ESEA) of 1965. Also, the amount of Part B funds used for early intervening services (34 CFR 300.226(a)) will count toward the maximum amount by which the LEA may reduce its MOE requirement under this exception [P.L. 108-446].

			State and Local	Local Only
Current year funding (IDEA Section 611 Local Assistance Grant Award - Resource 3310)				
Less: Prior year's funding (IDEA Section 611 Local Assistance Grant Award - Resource 3310)				
Increase in funding (if difference is positive)	0.00			
Maximum available for MOE reduction (50% of increase in funding)	0.00	(a)		
Current year funding (IDEA Section 619 - Resource 3315)				
Maximum available for early intervening services (EIS) (15% of current year funding - Resources 3310 and 3315)	0.00	(b)		

If (b) is greater than (a).

Enter portion to set aside for EIS (cannot exceed line (b), Maximum available for EIS)		(c)		
Available for MOE reduction. (line (a) minus line (c), zero if negative)	0.00	(d)		
Enter portion used to reduce MOE requirement (cannot exceed line (d), Available for MOE reduction).				

If (b) is less than (a).

Enter portion used to reduce MOE requirement (first column cannot exceed line (a), Maximum available for MOE reduction, second and third columns cannot exceed (e), Portion used to reduce MOE requirement).		(e)		
Available to set aside for EIS (line (b) minus line (e), zero if negative)	0.00	(f)		

Note: If your LEA exercises the authority under 34 CFR 300.205(a) to reduce the MOE requirement, the LEA must list the activities (which are authorized under the ESEA) paid with the freed up funds:

SELPA: South County (PA)

SECTION 3

	Column A	Column B	Column C
	Budgeted Amounts (LB-B Worksheet) FY 2024-25	Actual Expenditures Comparison Year 2023-24	Difference (A - B)
A. COMBINED STATE AND LOCAL EXPENDITURES METHOD			
1. Under "Comparison Year," enter the most recent year in which MOE compliance was met using the actual vs. actual method based on state and local expenditures.			
a. Total special education expenditures	14,745,488.39		
b. Less: Expenditures paid from federal sources	1,193,989.00		
c. Expenditures paid from state and local sources	13,551,499.39	14,731,596.37	
Add/Less: Adjustments and/or PCRA required for MOE calculation		(2,650,205.53)	
Comparison year's expenditures, adjusted for MOE calculation		12,081,390.84	
Less: Exempt reduction(s) from SECTION 1		0.00	
Less: 50% reduction from SECTION 2		0.00	
Net expenditures paid from state and local sources	13,551,499.39	12,081,390.84	1,470,108.55
If the difference in Column C for the Section 3.A.1 is positive or zero, the MOE Eligibility requirement is met based on the combination of state and local expenditures.			

	Budgeted Amounts FY 2024-25	Comparison Year 2023-24	Difference
2. Under "Comparison Year," enter the most recent year in which MOE compliance was met using the actual vs. actual method based on the per capita state and local expenditures.			
a. Total special education expenditures	14,745,488.39		
b. Less: Expenditures paid from federal sources	1,193,989.00		
c. Expenditures paid from state and local sources	13,551,499.39	14,731,596.37	
Add/Less: Adjustments and/or PCRA required for MOE calculation		(2,650,205.53)	
Comparison year's expenditures, adjusted for MOE calculation		12,081,390.84	
Less: Exempt reduction(s) from SECTION 1		0.00	
Less: 50% reduction from SECTION 2		0.00	
Net expenditures paid from state and local sources	13,551,499.39	12,081,390.84	
d. Special education unduplicated pupil count	727.00	727.00	
e. Per capita state and local expenditures (A2c/A2d)	18,640.30	16,618.14	2,022.16
If the difference in Column C for the Section 3.A.2 is positive or zero, the MOE eligibility requirement is met based on the per capita state and local expenditures.			

SELPA: South County (PA)

B. LOCAL EXPENDITURES ONLY METHOD

		Budget FY 2024-25	Comparison Year 2023-24	Difference
1.	Under "Comparison Year," enter the most recent year in which MOE compliance was met using the actual vs. actual method based on local expenditures only.			
	a. Expenditures paid from local sources	10,468,196.37	8,645,552.24	
	Add/Less: Adjustments required for MOE calculation			
	Comparison year's expenditures, adjusted for MOE calculation		8,645,552.24	
	Less: Exempt reduction(s) from SECTION 1		0.00	
	Less: 50% reduction from SECTION 2		0.00	
	Net expenditures paid from local sources	10,468,196.37	8,645,552.24	1,822,644.13

If the difference in Column C for the Section 3.B.1 is positive or zero, the MOE eligibility requirement is met based on the local expenditures only.

		Budget FY 2024-25	Comparison Year 2023-24	Difference
2.	Under "Comparison Year," enter the most recent year in which MOE compliance was met using the actual vs. actual method based on per capita local expenditures			
	a. Expenditures paid from local sources	10,468,196.37	7,515,784.02	
	Add/Less: Adjustments required for MOE calculation			
	Comparison year's expenditures, adjusted for MOE calculation		7,515,784.02	
	Less: Exempt reduction(s) from SECTION 1		0.00	
	Less: 50% reduction from SECTION 2		0.00	
	Net expenditures paid from local sources	10,468,196.37	7,515,784.02	
	b. Special education unduplicated pupil count	727.00	727.00	
	c. Per capita local expenditures (B2a/B2b)	14,399.17	10,338.08	4,061.09

If the difference in Column C for the Section 3.B.2 is positive or zero, the MOE eligibility requirement is met based on the per capita local expenditures only.

Amounts must be entered in Column B for both sections 3.A and 3.B; if no costs, enter 0.

MARILYN ADRIANZEN	619-428-4476
Contact Name	Telephone Number
CHIEF BUSINESS OFFICIAL	marilyn.adrianzen@sysdschools.org
Title	Email Address

SELPA: South County (PA)

Object Code	Description	San Diego County Office of Education (PA00)	Chula Vista Elementary (PA01)	Coronado Unified (PA02)	National Elementary (PA03)	San Ysidro Elementary (PA04)	South Bay Union Elementary (PA05)
TOTAL BUDGET - All Sources							
1000-1999	Certificated Salaries						
2000-2999	Classified Salaries						
3000-3999	Employee Benefits						
4000-4999	Books and Supplies						
5000-5999	Services and Other Operating Expenditures						
6000-6999	Capital Outlay (except objects 6600, 6700, 6910 & 6920)						
7130	State Special Schools						
7430-7439	Debt Service						
	Total Direct Costs	0.00	0.00	0.00	0.00	0.00	0.00
7310	Transfers of Indirect Costs						
7350	Transfers of Indirect Costs - Interfund						
	Total Indirect Costs	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL COSTS	0.00	0.00	0.00	0.00	0.00	0.00
BUDGET - State and Local Sources							
1000-1999	Certificated Salaries						
2000-2999	Classified Salaries						
3000-3999	Employee Benefits						
4000-4999	Books and Supplies						
5000-5999	Services and Other Operating Expenditures						
6000-6999	Capital Outlay (except objects 6600, 6700, 6910 & 6920)						
7130	State Special Schools						
7430-7439	Debt Service						
	Total Direct Costs	0.00	0.00	0.00	0.00	0.00	0.00
7310	Transfers of Indirect Costs						
7350	Transfers of Indirect Costs - Interfund						
	Total Indirect Costs	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL BEFORE OBJECT 8980	0.00	0.00	0.00	0.00	0.00	0.00
8980	Contributions from Unrestricted Revenues to Federal Resources						
	TOTAL COSTS	0.00	0.00	0.00	0.00	0.00	0.00
BUDGET - Local Sources							

SELPA: South County (PA)

Object Code	Description	San Diego County Office of Education (PA00)	Chula Vista Elementary (PA01)	Coronado Unified (PA02)	National Elementary (PA03)	San Ysidro Elementary (PA04)	South Bay Union Elementary (PA05)
1000-1999	Certificated Salaries						
2000-2999	Classified Salaries						
3000-3999	Employee Benefits						
4000-4999	Books and Supplies						
5000-5999	Services and Other Operating Expenditures						
6000-6999	Capital Outlay (except objects 6600, 6700, 6910 & 6920)						
7130	State Special Schools						
7430-7439	Debt Service						
	Total Direct Costs	0.00	0.00	0.00	0.00	0.00	0.00
7310	Transfers of Indirect Costs						
7350	Transfers of Indirect Costs - Interfund						
	Total Indirect Costs	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL BEFORE OBJECT 8980	0.00	0.00	0.00	0.00	0.00	0.00
8980	Contributions from Unrestricted Revenues to Federal Resources (from BUDGET - State and Local Sources section)	0.00	0.00	0.00	0.00	0.00	0.00
8980	Contributions from Unrestricted Revenues to State Resources						
	TOTAL COSTS	0.00	0.00	0.00	0.00	0.00	0.00
UNDUPLICATED PUPIL COUNT							

* Attach an additional sheet with explanations of any amounts in the Adjustments column.

SELPA: South County (PA)

Object Code	Description	Sweetwater Union High (PA06)	Adjustments*	Total
TOTAL BUDGET - All Sources				
1000-1999	Certificated Salaries			0.00
2000-2999	Classified Salaries			0.00
3000-3999	Employee Benefits			0.00
4000-4999	Books and Supplies			0.00
5000-5999	Services and Other Operating Expenditures			0.00
6000-6999	Capital Outlay (except objects 6600, 6700, 6910 & 6920)			0.00
7130	State Special Schools			0.00
7430-7439	Debt Service			0.00
	Total Direct Costs	0.00	0.00	0.00
7310	Transfers of Indirect Costs			0.00
7350	Transfers of Indirect Costs - Interfund			0.00
	Total Indirect Costs	0.00	0.00	0.00
	TOTAL COSTS	0.00	0.00	0.00
BUDGET - State and Local Sources				
1000-1999	Certificated Salaries			0.00
2000-2999	Classified Salaries			0.00
3000-3999	Employee Benefits			0.00
4000-4999	Books and Supplies			0.00
5000-5999	Services and Other Operating Expenditures			0.00
6000-6999	Capital Outlay (except objects 6600, 6700, 6910 & 6920)			0.00
7130	State Special Schools			0.00
7430-7439	Debt Service			0.00
	Total Direct Costs	0.00	0.00	0.00
7310	Transfers of Indirect Costs			0.00
7350	Transfers of Indirect Costs - Interfund			0.00
	Total Indirect Costs	0.00	0.00	0.00
	TOTAL BEFORE OBJECT 8980	0.00	0.00	0.00
8980	Contributions from Unrestricted Revenues to Federal Resources			0.00
	TOTAL COSTS	0.00	0.00	0.00

SELPA: South County (PA)

Object Code	Description	Sweetwater Union High (PA06)	Adjustments*	Total
BUDGET - Local Sources				
1000-1999	Certificated Salaries			0.00
2000-2999	Classified Salaries			0.00
3000-3999	Employee Benefits			0.00
4000-4999	Books and Supplies			0.00
5000-5999	Services and Other Operating Expenditures			0.00
6000-6999	Capital Outlay (except objects 6600, 6700, 6910 & 6920)			0.00
7130	State Special Schools			0.00
7430-7439	Debt Service			0.00
	Total Direct Costs	0.00	0.00	0.00
7310	Transfers of Indirect Costs			0.00
7350	Transfers of Indirect Costs - Interfund			0.00
	Total Indirect Costs	0.00	0.00	0.00
	TOTAL BEFORE OBJECT 8980	0.00	0.00	0.00
8980	Contributions from Unrestricted Revenues to Federal Resources (from BUDGET - State and Local Sources section)	0.00		0.00
8980	Contributions from Unrestricted Revenues to State Resources			0.00
	TOTAL COSTS	0.00	0.00	0.00
UNDUPLICATED PUPIL COUNT				0.00

* Attach an additional sheet with explanations of any amounts in the Adjustments column.

San Ysidro Elementary
San Diego County

Unaudited Actuals
2023-24 Unaudited Actuals
SUMMARY OF INTERFUND ACTIVITIES
FOR ALL FUNDS

37 68379 0000000
Form SIAA
E8AJ4TCBZG(2023-24)

Description	Direct Costs - Interfund Transfers In 5750	Direct Costs - Interfund Transfers Out 5750	Indirect Costs - Interfund Transfers In 7350	Indirect Costs - Interfund Transfers Out 7350	Interfund Transfers In 8900-8929	Interfund Transfers Out 7600-7629	Due From Other Funds 9310	Due To Other Funds 9610
01 GENERAL FUND								
Expenditure Detail	73,191.50	0.00	0.00	(179,728.00)				
Other Sources/Uses Detail					54,637.00	0.00		
Fund Reconciliation							255,965.81	1,538,132.39
08 STUDENT ACTIVITY SPECIAL REVENUE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
09 CHARTER SCHOOLS SPECIAL REVENUE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
10 SPECIAL EDUCATION PASS-THROUGH FUND								
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation							0.00	0.00
11 ADULT EDUCATION FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
12 CHILD DEVELOPMENT FUND								
Expenditure Detail	0.00	0.00	83,063.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	93,468.70
13 CAFETERIA SPECIAL REVENUE FUND								
Expenditure Detail	0.00	(73,191.50)	96,665.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	107,399.67
14 DEFERRED MAINTENANCE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
15 PUPIL TRANSPORTATION EQUIPMENT FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
17 SPECIAL RESERVE FUND FOR OTHER THAN CAPITAL OUTLAY								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
18 SCHOOL BUS EMISSIONS REDUCTION FUND								
Expenditure Detail	0.00	0.00						

Description	Direct Costs - Interfund Transfers In 5750	Direct Costs - Interfund Transfers Out 5750	Indirect Costs - Interfund Transfers In 7350	Indirect Costs - Interfund Transfers Out 7350	Interfund Transfers In 8900-8929	Interfund Transfers Out 7600-7629	Due From Other Funds 9310	Due To Other Funds 9610
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
19 FOUNDATION SPECIAL REVENUE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail						0.00		
Fund Reconciliation							0.00	0.00
20 SPECIAL RESERVE FUND FOR POSTEMPLOYMENT BENEFITS								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
21 BUILDING FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							1,538,132.39	460.44
25 CAPITAL FACILITIES FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	54,637.00		
Fund Reconciliation							0.00	54,637.00
30 STATE SCHOOL BUILDING LEASE/PURCHASE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
35 COUNTY SCHOOL FACILITIES FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
40 SPECIAL RESERVE FUND FOR CAPITAL OUTLAY PROJECTS								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
49 CAP PROJ FUND FOR BLENDED COMPONENT UNITS								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
51 BOND INTEREST AND REDEMPTION FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
52 DEBT SVC FUND FOR BLENDED COMPONENT UNITS								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		

San Ysidro Elementary
San Diego County

Unaudited Actuals
2023-24 Unaudited Actuals
SUMMARY OF INTERFUND ACTIVITIES
FOR ALL FUNDS

37 68379 0000000
Form SIAA
E8AJ4TCBZG(2023-24)

Description	Direct Costs - Interfund Transfers In 5750	Direct Costs - Interfund Transfers Out 5750	Indirect Costs - Interfund Transfers In 7350	Indirect Costs - Interfund Transfers Out 7350	Interfund Transfers In 8900-8929	Interfund Transfers Out 7600-7629	Due From Other Funds 9310	Due To Other Funds 9610
Fund Reconciliation							12,010,289.17	12,010,289.17
53 TAX OVERRIDE FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
56 DEBT SERVICE FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
57 FOUNDATION PERMANENT FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail						0.00		
Fund Reconciliation							0.00	0.00
61 CAFETERIA ENTERPRISE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
62 CHARTER SCHOOLS ENTERPRISE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
63 OTHER ENTERPRISE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
66 WAREHOUSE REVOLVING FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
67 SELF-INSURANCE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
71 RETIREE BENEFIT FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00			
Fund Reconciliation							0.00	0.00
73 FOUNDATION PRIVATE-PURPOSE TRUST FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00			
Fund Reconciliation							0.00	0.00
76 WARRANT/PASS-THROUGH FUND								
Expenditure Detail								
Other Sources/Uses Detail								

Description	Direct Costs - Interfund		Indirect Costs - Interfund		Interfund Transfers In 8900-8929	Interfund Transfers Out 7600-7629	Due From Other Funds 9310	Due To Other Funds 9610
	Transfers In 5750	Transfers Out 5750	Transfers In 7350	Transfers Out 7350				
Fund Reconciliation							0.00	0.00
95 STUDENT BODY FUND								
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation							0.00	0.00
TOTALS	73,191.50	(73,191.50)	179,728.00	(179,728.00)	54,637.00	54,637.00	13,804,387.37	13,804,387.37

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: September 12, 2024

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☒ Informational
☐ Action

AGENDA ITEM: EDUCATION PROTECTION ACCOUNT EXPENDITURE REPORT FOR FISCAL YEAR 2023-24

BACKGROUND INFORMATION:
Proposition 55 amends Proposition 30 effective November 8, 2016, temporarily increases the states sales tax rate for all taxpayers and the personal income tax rates for upper-income taxpayers. The revenues generated from Proposition 55 are deposited into a created state account called the Education Protection Account (EPA).

The San Ysidro School District's Governing Board approved the EPA Spending Plan for 2023-24 on June 22, 2023. At that time, revenue and expenditures were estimated at $806,215.00. At the year-end of 2023-24, the actual amount allocated to the District was $806,364.00. Eligible expenditures in the amount of $806,364.00 were allocated to certificated salary costs as described in the original Spending Plan. The EPA Expenditure Report for 2023-24 will be available to the public on the District's website.

RECOMMENDATION:
Information Only.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 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

Expenditures through:

For Fund(s), Resource(s), and Project Year(s):

01 1400 0 Education Protection Account

Description	Object Codes	Amount
AMOUNT AVAILABLE FOR THIS FISCAL YEAR		
Adjusted Beginning Fund Balance	9791-9795	0.00
LCFF Sources	8010-8099	806,364.00
Federal Revenue	8100-8299	0.00
Other State Revenue	8300-8599	0.00
Other Local Revenue	8600-8799	0.00
All Other Financing Sources and Contributions	8900-8999	0.00
Unearned Revenue	9650	0.00
TOTAL AVAILABLE		806,364.00
EXPENDITURES AND OTHER FINANCING USES		
Certificated Salaries	1000-1999	665,798.63
Classified Salaries	2000-2999	0.00
Employee Benefits	3000-3999	140,565.37
Books and Supplies	4000-4999 except 4700	0.00
Food Costs	4700	0.00
Services and Other Operating Expenditures	5000-5999, except 5100-5199	0.00
Subagreements for Services	5100-5199	0.00
Capital Outlay	6000-6999	0.00
Other Outgo (Excluding Indirect Costs)	7000-7299, 7400-7499	0.00
Indirect Costs	7310,7350	0.00
Other Financing Uses	7600-7999	0.00
TOTAL EXPENDITURES AND OTHER FINANCING USES		806,364.00
BALANCE (Total Available minus Total Expenditures and Other Financing Uses)		0.00
INDIRECT COSTS AS A PERCENTAGE OF ELIGIBLE EXPENDITURES		
Eligible Expenditures (Objects 1000-5999 except objects 4700 & 5100-5199)		806,364.00
Indirect Costs (Objects 7310 and 7350)		0.00
Indirect Costs divided by Eligible Expenditures		0.00%

Expenditures through:

For Fund(s), Resource(s), and Project Year(s):

01 1400 0 Education Protection Account

Description	Object Codes	Amount
AMOUNT AVAILABLE FOR THIS FISCAL YEAR		
Adjusted Beginning Fund Balance	9791-9795	0.00
LCFF Sources	8010-8099	806,364.00
Federal Revenue	8100-8299	0.00
Other State Revenue	8300-8599	0.00
Other Local Revenue	8600-8799	0.00
All Other Financing Sources and Contributions	8900-8999	0.00
Unearned Revenue	9650	0.00
TOTAL AVAILABLE		806,364.00
EXPENDITURES AND OTHER FINANCING USES		
Certificated Salaries	1000-1999	665,798.63
Classified Salaries	2000-2999	0.00
Employee Benefits	3000-3999	140,565.37
Books and Supplies	4000-4999	
	except 4700	
Instruction (Functions 1000-1999)		0.00
Noninstruction (Functions other than 1000-1999)		0.00
Food Costs	4700	0.00
Subagreements for Services	5100-5199	
Instruction (Functions 1000-1999)		0.00
Noninstruction (Functions other than 1000-1999)		0.00
Travel and Conferences	5200-5299	0.00
Services and Other Operating Expenditures		
(Excluding objects 5200-5299 and 5800-5999)	5300-5799	0.00
Professional/Consulting Services & Operating Expenditures	5800-5899	
Instruction (Functions 1000-1999)		0.00
Noninstruction (Functions other than 1000-1999)		0.00
Communications	5900-5999	
Instruction (Functions 1000-1999)		0.00
Noninstruction (Functions other than 1000-1999)		0.00
Capital Outlay	6000-6999	0.00
Other Outgo (Excluding	7000-7299,	
Indirect Costs)	7400-7499	0.00
Indirect Costs	7310,7350	0.00
Other Financing Uses	7600-7999	0.00
TOTAL EXPENDITURES AND OTHER FINANCING USES		806,364.00
BALANCE (Total Available minus Total Expenditures and Other Financing Uses)		0.00
INDIRECT COSTS AS A PERCENTAGE OF ELIGIBLE EXPENDITURES		
Eligible Expenditures (Objects 1000-5999 except objects 4700 & 5100-5199)		806,364.00
Indirect Costs (Objects 7310 and 7350)		0.00
Indirect Costs divided by Eligible Expenditures		0.00%

Expenditures through:

For Fund(s), Resource(s), and Project Year(s):

01 1400 0 Education Protection Account

Description		Amount
AMOUNT AVAILABLE FOR THIS FISCAL YEAR	**Object Codes**	
Adjusted Beginning Fund Balance	9791-9795	0.00
LCFF Sources	8010-8099	806,364.00
Federal Revenue	8100-8299	0.00
Other State Revenue	8300-8599	0.00
Other Local Revenue	8600-8799	0.00
All Other Financing Sources and Contributions	8900-8999	0.00
Unearned Revenue	9650	0.00
TOTAL AVAILABLE		806,364.00
EXPENDITURES AND OTHER FINANCING USES	**Function Codes**	
(Objects 1000-7999)		
Instruction	1000-1999	806,364.00
Instruction-Related Services	2000-2999	0.00
Pupil Services	3000-3999	0.00
Ancillary Services	4000-4999	0.00
Community Services	5000-5999	0.00
Enterprise	6000-6999	0.00
General Administration	7000-7999	0.00
Plant Services	8000-8999	0.00
Other Outgo	9000-9999	0.00
TOTAL EXPENDITURES AND OTHER FINANCING USES		806,364.00
BALANCE (Total Available minus Total Expenditures and Other Financing Uses)		0.00
INDIRECT COSTS AS A PERCENTAGE OF ELIGIBLE EXPENDITURES		
Eligible Expenditures (Objects 1000-5999 except objects 4700 & 5100-5199)		806,364.00
Indirect Costs (Objects 7310 and 7350)		0.00
Indirect Costs divided by Eligible Expenditures		0.00%

Expenditures through:

For Fund(s), Resource(s), and Project Year(s):

01 1400 0 Education Protection Account

Description		Amount
AMOUNT AVAILABLE FOR THIS FISCAL YEAR	**Object Codes**	
Adjusted Beginning Fund Balance	9791-9795	0.00
LCFF Sources	8010-8099	806,364.00
Federal Revenue	8100-8299	0.00
Other State Revenue	8300-8599	0.00
Other Local Revenue	8600-8799	0.00
All Other Financing Sources and Contributions	8900-8999	0.00
Unearned Revenue	9650	0.00
TOTAL AVAILABLE		806,364.00
EXPENDITURES AND OTHER FINANCING USES	**Function Codes**	
(Objects 1000-7999)		
Instruction	1000-1999	806,364.00
Instruction-Related Services		
Instructional Supervision and Administration	2100-2150	0.00
AU of a Multidistrict SELPA	2200	0.00
Instructional Library, Media, and Technology	2420	0.00
Other Instructional Resources	2490-2495	0.00
School Administration	2700	0.00
Pupil Services		
Guidance and Counseling Services	3110	0.00
Psychological Services	3120	0.00
Attendance and Social Work Services	3130	0.00
Health Services	3140	0.00
Speech Pathology and Audiology Services	3150	0.00
Pupil Testing Services	3160	0.00
Pupil Transportation	3600	0.00
Food Services	3700	0.00
Other Pupil Services	3900	0.00
Ancillary Services	4000-4999	0.00
Community Services	5000-5999	0.00
Enterprise	6000-6999	0.00
General Administration	7000-7999	0.00
Plant Services	8000-8999	0.00
Other Outgo	9000-9999	0.00
TOTAL EXPENDITURES AND OTHER FINANCING USES		806,364.00
BALANCE (Total Available minus Total Expenditures and Other Financing Uses)		0.00
INDIRECT COSTS AS A PERCENTAGE OF ELIGIBLE EXPENDITURES		
Eligible Expenditures (Objects 1000-5999 except objects 4700 & 5100-5199)		806,364.00
Indirect Costs (Objects 7310 and 7350)		0.00
Indirect Costs divided by Eligible Expenditures		0.00%

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: September 12, 2024

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: RESOLUTION NO. 24/25-0018 ADOPTING THE "GANN" LIMIT

BACKGROUND INFORMATION:
Each year, School Districts are required by Government Code Section 7906(f) to report to the Superintendent of Public Instruction and to the Director of Finance at least annually its appropriation limit, its appropriations subject to limitation, the amount of its State aid apportionments and subventions included within the proceeds of taxes of the school district, and amounts excluded from its appropriations limit (Gann Limit). These reports are accumulated at the State level and are used by the State to determine its compliance with appropriations limits as set forth under Gann Limit legislation enacted many years ago. The District is submitting the attached report to be in compliance with Government Code Section 7606(f).

- 2023-24 Appropriations Limitation Recalculation $34,336,870.81
- 2024-25 Estimated Appropriations Limitation $34,868,268.22

RECOMMENDATION:
Approve Resolution No. 24/25-0018 Adopting the Appropriation Limit (Gann Limit) for 2023-24 and 2024-25 Estimated Appropriations Limitation.

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

	2023-24 Calculations			2024-25 Calculations		
	Extracted Data	Adjustments*	Entered Data/ Totals	Extracted Data	Adjustments*	Entered Data/ Totals
A. PRIOR YEAR DATA	**2022-23 Actual**			**2023-24 Actual**		
Actual Appropriations Limit and Gann ADA are from district's prior year Gann data reported to the CDE						
1. FINAL PRIOR YEAR APPROPRIATIONS LIMIT (Preload/Line D11, PY column)	32,489,299.91		32,489,299.91			34,336,870.81
2. PRIOR YEAR GANN ADA (Preload/Line B3, PY column)	3,875.83		3,875.83			3,876.19
ADJUSTMENTS TO PRIOR YEAR LIMIT	**Adjustments to 2022-23**			**Adjustments to 2023-24**		
3. District Lapses, Reorganizations and Other Transfers						
4. Temporary Voter Approved Increases						
5. Less: Lapses of Voter Approved Increases						
6. TOTAL ADJUSTMENTS TO PRIOR YEAR LIMIT (Lines A3 plus A4 minus A5)			0.00			0.00
7. ADJUSTMENTS TO PRIOR YEAR ADA (Only for district lapses, reorganizations and other transfers, and only if adjustments to the appropriations limit are entered in Line A3 above)						
B. CURRENT YEAR GANN ADA	**2023-24 P2 Report**			**2024-25 P2 Estimate**		
Unaudited actuals data should tie to Principal Apportionment Data Collection attendance reports and include ADA for charter schools reporting with the district						
1. Total K-12 ADA (Form A, Line A6)	3,876.19		3,876.19	3,798.67		3,798.67
2. Total Charter Schools ADA (Form A, Line C9)	0.00		0.00	0.00		0.00
3. TOTAL CURRENT YEAR P2 ADA (Line B1 plus B2)			3,876.19			3,798.67
C. CURRENT YEAR LOCAL PROCEEDS OF TAXES/STATE AID RECEIVED	**2023-24 Actual**			**2024-25 Budget**		
TAXES AND SUBVENTIONS (Funds 01, 09, and 62)						
1. Homeowners' Exemption (Object 8021)	150,720.92		150,720.92	150,721.00		150,721.00
2. Timber Yield Tax (Object 8022)	0.00		0.00	0.00		0.00
3. Other Subventions/In-Lieu Taxes (Object 8029)	0.00		0.00	0.00		0.00
4. Secured Roll Taxes (Object 8041)	31,419,983.55		31,419,983.55	31,276,550.00		31,276,550.00
5. Unsecured Roll Taxes (Object 8042)	1,137,043.62		1,137,043.62	1,140,498.00		1,140,498.00
6. Prior Years' Taxes (Object 8043)	(10,381.93)		(10,381.93)	(1,455.00)		(1,455.00)
7. Supplemental Taxes (Object 8044)	851,246.77		851,246.77	889,973.00		889,973.00

	2023-24 Calculations			2024-25 Calculations		
	Extracted Data	Adjustments*	Entered Data/ Totals	Extracted Data	Adjustments*	Entered Data/ Totals
8. Ed. Rev. Augmentation Fund (ERAF) (Object 8045)	(20,092.50)		(20,092.50)	(44,741.00)		(44,741.00)
9. Penalties and Int. from Delinquent Taxes (Object 8048)	0.00		0.00	0.00		0.00
10. Other In-Lieu Taxes (Object 8082)	0.00		0.00	0.00		0.00
11. Comm. Redevelopment Funds (objects 8047 & 8625)	2,362,392.26		2,362,392.26	1,778,033.00		1,778,033.00
12. Parcel Taxes (Object 8621)	0.00		0.00	0.00		0.00
13. Other Non-Ad Valorem Taxes (Object 8622) (Taxes only)	0.00		0.00	0.00		0.00
14. Penalties and Int. from Delinquent Non-LCFF Taxes (Object 8629) (Only those for the above taxes)	0.00		0.00	0.00		0.00
15. Transfers to Charter Schools in Lieu of Property Taxes (Object 8096)						
16. TOTAL TAXES AND SUBVENTIONS (Lines C1 through C15)	35,890,912.69	0.00	35,890,912.69	35,189,579.00	0.00	35,189,579.00
OTHER LOCAL REVENUES (Funds 01, 09, and 62)						
17. To General Fund from Bond Interest and Redemption Fund (Excess debt service taxes) (Object 8914)	0.00		0.00	0.00		0.00
18. TOTAL LOCAL PROCEEDS OF TAXES (Lines C16 plus C17)	35,890,912.69	0.00	35,890,912.69	35,189,579.00	0.00	35,189,579.00
EXCLUDED APPROPRIATIONS						
19a. Medicare (Enter federally mandated amounts only from objs. 3301 & 3302; do not include negotiated amounts)			0.00			0.00
19b. Qualified Capital Outlay Projects						
19c. Routine Restricted Maintenance Account (Fund 01, Resource 8150, Objects 8900-8999)	2,559,482.00		2,559,482.00	2,400,140.47		2,400,140.47
OTHER EXCLUSIONS						
20. Americans with Disabilities Act						
21. Unreimbursed Court Mandated Desegregation Costs						
22. Other Unfunded Court-ordered or Federal Mandates						
23. TOTAL EXCLUSIONS (Lines C19 through C22)	2,559,482.00	0.00	2,559,482.00	2,400,140.47	0.00	2,400,140.47
STATE AID RECEIVED (Funds 01, 09, and 62)						
24. LCFF - CY (objects 8011 and 8012)	22,040,104.00		22,040,104.00	21,173,176.00		21,173,176.00
25. LCFF/Revenue Limit State Aid - Prior Years (Object 8019)	(383,851.00)		(383,851.00)	0.00		0.00
26. TOTAL STATE AID RECEIVED (Lines C24 plus C25)	21,656,253.00	0.00	21,656,253.00	21,173,176.00	0.00	21,173,176.00
DATA FOR INTEREST CALCULATION						
27. Total Revenues (Funds 01, 09 & 62; objects 8000-8799)	84,179,658.04		84,179,658.04	78,662,754.30		78,662,754.30
28. Total Interest and Return on Investments						

	2023-24 Calculations			2024-25 Calculations		
	Extracted Data	Adjustments*	Entered Data/ Totals	Extracted Data	Adjustments*	Entered Data/ Totals
(Funds 01, 09, and 62; objects 8660 and 8662)	1,228,082.81		1,228,082.81	350,000.00		350,000.00
D. APPROPRIATIONS LIMIT CALCULATIONS	**2023-24 Actual**			**2024-25 Budget**		
PRELIMINARY APPROPRIATIONS LIMIT						
1. Revised Prior Year Program Limit (Lines A1 plus A6)			32,489,299.91			34,336,870.81
2. Inflation Adjustment			1.0444			1.0362
3. Program Population Adjustment (Lines B3 divided by [A2 plus A7]) (Round to four decimal places)			1.0001			0.9800
4. PRELIMINARY APPROPRIATIONS LIMIT (Lines D1 times D2 times D3)			33,935,218.01			34,868,268.22
APPROPRIATIONS SUBJECT TO THE LIMIT						
5. Local Revenues Excluding Interest (Line C18)			35,890,912.69			35,189,579.00
6. Preliminary State Aid Calculation						
a. Minimum State Aid in Local Limit (Greater of $120 times Line B3 or $2,400; but not greater than Line C26 or less than zero)			465,142.80			455,840.40
b. Maximum State Aid in Local Limit (Lesser of Line C26 or Lines D4 minus D5 plus C23; but not less than zero)			603,787.32			2,078,829.69
c. Preliminary State Aid in Local Limit (Greater of Lines D6a or D6b)			603,787.32			2,078,829.69
7. Local Revenues in Proceeds of Taxes						
a. Interest Counting in Local Limit (Line C28 divided by [Lines C27 minus C28] times [Lines D5 plus D6c])			540,297.32			166,562.18
b. Total Local Proceeds of Taxes (Lines D5 plus D7a)			36,431,210.01			35,356,141.18
8. State Aid in Proceeds of Taxes (Greater of Line D6a, or Lines D4 minus D7b plus C23; but not greater than Line C26 or less than zero)			465,142.80			1,912,267.51
9. Total Appropriations Subject to the Limit						
a. Local Revenues (Line D7b)			36,431,210.01			
b. State Subventions (Line D8)			465,142.80			
c. Less: Excluded Appropriations (Line C23)			2,559,482.00			
d. TOTAL APPROPRIATIONS SUBJECT TO THE LIMIT (Lines D9a plus D9b minus D9c)			34,336,870.81			
10. Adjustments to the Limit Per Government Code Section 7902.1 (Line D9d minus D4)			401,652.80			
SUMMARY	**2023-24 Actual**			**2024-25 Budget**		
11. Adjusted Appropriations Limit (Lines D4 plus D10)			34,336,870.81			34,868,268.22
12. Appropriations Subject to the Limit						

	2023-24 Calculations			2024-25 Calculations		
	Extracted Data	Adjustments*	Entered Data/ Totals	Extracted Data	Adjustments*	Entered Data/ Totals
(Line D9d)			34,336,870.81			

"* Please provide below an explanation for each entry in the adjustments column."

MARILYN ADRIANZEN	marilyn.adrianzen@sysdschools.org	619-428-4476
Gann Contact Person	Contact Email Address	Contact Phone Number

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: September 12, 2024

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

FROM:
Educational Services,
Russell Little, Assistant Superintendent

☐ Informational
☒ Action

AGENDA ITEM: RESOLUTION 24/25-0014 TO SUPPORT RED RIBBON WEEK, OCTOBER 23 – 31, 2024: "LIFE IS A MOVIE, FILM DRUG FREE"

BACKGROUND INFORMATION:

The Red Ribbon Celebration began when drug traffickers in Mexico murdered DEA Agent Enrique Camarena in 1985. Red Ribbons are worn during Red Ribbon Week each year to demonstrate commitment to a healthy, drug-free lifestyle.

The purpose of the Red Ribbon Celebration is to present a unified and visible commitment toward the creation of a Drug-Free America and develop an attitude of "zero" tolerance to the use of illegal substances.

The Red Ribbon Celebration is designed to:

- Create awareness about the problems related to the use of tobacco, alcohol, and other drugs;
- Build and support community prevention coalitions; and
- Organize and support healthy, drug-free youth activities and programs.

Red Ribbon Week in California will be the week of October 23-31, 2024. The theme for this year is "Life is a Movie. Film Drug Free." All schools will be provided with holographic bracelets for their students and staff to wear during "Red Ribbon Week" signifying their commitment to a drug-free school and community.

RECOMMENDATION:

Approve Resolution No. 24/25-0014 to support the activities during the Red Ribbon week on October 23-31, 2024, with expenditures at the cost of $1,600.00 for bracelets from the General fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 3: 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	

$1,600.00	General Fund
(Amount)	(Name of funding source and/or location)

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

SAN YSIDRO SCHOOL DISTRICT
Governing Board

RED RIBBON WEEK
Resolution No. 24/25-0014

WHEREAS, alcohol and other drug abuse continues to result in serious health, social and economic consequences in the United States; and,

WHEREAS, it is imperative that communities continue to create coalitions to launch unified and visible community-based alcohol, tobacco, and other drug abuse prevention and education strategies; and,

WHEREAS, the collaborative efforts of communities, governments, businesses, law enforcement, schools, religious institutions, and service organizations form the basis of community empowerment and mobilization; and,

WHEREAS, it is these effective partnerships which enable all community members to declare themselves as "Life is a Movie. Film Drug Free"; and,

WHEREAS, the Red Ribbon Campaign will be celebrated in every community in America during "Red Ribbon Week," October 23-31, 2024; and

WHEREAS, businesses, governments, law enforcement, schools, religious institutions, service organizations, youth, medical personnel, senior citizens, military, sports teams, and individuals will demonstrate their commitment to alcohol, tobacco and other drug problem-free communities by wearing and displaying red ribbons during this week-long campaign; and

NOW, THEREFORE, BE IT RESOLVED, that the Governing Board of the San Ysidro School District does hereby support October 23-31, 2024, as RED RIBBON WEEK, and encourages all citizens and the schools of the District to participate in alcohol, tobacco, and other drug prevention and education programs and activities, making a visible statement and commitment to the development and maintenance of healthy, problem-free communities.

PASSED AND ADOPTED this 12th day of September 2024 at a regular meeting of the Governing Board of the San Ysidro School District.

_____	_____
Irene Lopez, President	Zenaida Rosario, Vice-President
_____	_____
Antonio Martinez, Clerk	Rudy Lopez Martinez, Member
_____	_____
Rosaleah Pallasigue, Member	Gina A. Potter, Ed.D., Superintendent

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: September 12, 2024

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: RESOLUTION NO. 24/25-0016 DESIGNATING AUTHORIZED REPRESENTATIVES TO SIGN BANK ACCOUNT CHECKS AND SCHOOL ORDERS FOR FISCAL YEAR 2024-2025

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 2024-25 (Effective September 13, 2024).

On May 23, 2024, the Governing Board approved the Annual Resolutions including Resolution No. 24/25-0005 to designate representatives to sign bank account checks and school orders. Due to staff changes, this resolution is being updated to include designees to the P-Card and ASB Accounts.

RECOMMENDATION:
Approve Resolution No. 24/25-0016.

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

SAN YSIDRO SCHOOL DISTRICT
RESOLUTION NO. 24/25-0016

DESIGNATING AUTHORIZED AGENTS TO SIGN BANK ACCOUNT CHECKS AND SCHOOL ORDERS FOR FISCAL YEAR 2024-25

ON MOTION of Member _____ seconded by Member _____, the following resolution is adopted effective September 13, 2024 through June 30, 2025**.**

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. Mairen 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 6th 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 13th day of September, 2024 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA)
) SS
COUNTY OF SAN DIEGO)

I, Antonio Martinez, 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
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: September 12, 2024

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

FROM:
Preschool & Child Development Programs
Julie Pretzer, Director

☐ Informational
☒ Action

AGENDA ITEM: RESOLUTION NO. 24/25-0017 AND CONTINUED FUNDING APPLICATION FOR FISCAL YEAR 2025-2026

BACKGROUND INFORMATION:
Every year the California Department of Education's Early Education Division (EED) offers the opportunity to existing California State Preschool Program (CSPP) contractors to request continued funding for the following fiscal year. This is found in the California Code of Regulations, Title 5, Division 1, Chapter 19, Subchapter 1, Article 5.

Upon receipt of the Resolution designating authorize is continued funding application, the EED will be notified of our District's wishes to automatically renew our CSPP contract for fiscal year 2025-2026.

RECOMMENDATION:
Adopt Resolution No. 24/25-0017 and Approve the Continued Funding Application for the District's State Preschool and Child Development Programs 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	

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

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

RESOLUTION NO. 24/25-0017

RESOLUTION AUTHORIZING CONTINUED FUNDING APPLICATION

This resolution is adopted to certify approval of the Governing Board to submit the Continued Funding Application (CFA) to the California Department of Education (CDE). If the CFA is approved by the CDE, the agency's current California State Preschool Program contract and Prekindergarten and Family Literacy Support contract, if applicable, will be automatically renewed for fiscal year (FY) 2025–26. This resolution further authorizes the designated representative(s) below to sign the CFA and all related FY 2025–26 contract documents.

RESOLUTION

BE IT RESOLVED that the Governing Board of
San Ysidro Elementary School District
authorizes that the person/s listed below, is/are authorized to sign the FY 2025–26 CFA and all related contract documents for the Governing Board.

NAME/S OF AUTHORIZED REPRESENTATIVE/S	TITLE/S
Gina A. Potter, Ed.D.	Superintendent
Marilyn Adrianzen	Chief Business Official

PASSED AND ADOPTED THIS 12th day of September, 2024 (month year), by the Governing Board of San Ysidro Elementary School District of San Diego County, in the State of California.

I, Antonio Martinez, Clerk of the Governing Board of San Ysidro Elementary School District, of San Diego County, in the State of California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

(Clerk's Signature)

09-12-24
(Date)

Fiscal Year 2025–26 Continued Funding Application
DUE DATE: 5:00p.m. November 1, 2024

Contractors holding a current California State Preschool Program (CSPP) contract, and if applicable a Prekindergarten and Family Literacy Support (CPKS) contract, who wish to be considered for continued funding for fiscal year (FY) 2025–26 must complete this application for continued funding. The FY 2025–26 CFA Overview and Instructions may be accessed on the California Department of Education (CDE) CFA web page located at https://www.cde.ca.gov/sp/cd/ci/cfa2526.asp. Contractors are strongly encouraged to review the CFA Overview and Instructions before and after completion of the CFA and associated documents to confirm that the application and forms submitted for their agency have been completed in accordance with all applicable instructions.

Current contractors who apply for and are approved for continued funding do not need to sign a contract with the CDE to provide CSPP and CPKS services for FY 2025–26. Contracts will be automatically renewed in accordance with all applicable federal and state laws and Contract Terms and Conditions (CT&Cs). By signing this CFA, the contractor is indicating that it wishes to automatically renew its contract(s) for FY 2025–26 and accepts all of the terms and conditions of the 2025–26 CSPP contract, and if applicable the 2025–26 CPKS contract, which will be provided to the contractor no later than June 1, 2025.

Upon receipt of this CFA, the CDE will review the application and may contact your agency seeking additional information. If the CFA is returned to the CDE in a timely manner but is not fully and accurately completed, funding for FY 2025–26 may be delayed.

Please also note that contractors have no vested right to a subsequent contract. Completion of this CFA does not guarantee a renewal of funding. If the CDE determines your agency will not be renewed for a subsequent contract year, you will be notified in writing no later than April 7, 2025, pursuant to the *California Code of Regulations*, Title 5 (5 *CCR*) Section 17828.

Contractors that wish to reject the terms of the FY 2025–26 CSPP and/or CPKS contract must provide the CDE with a written notice that the terms of the contract(s) are rejected by sending an email to EarlyEducationContracts@cde.ca.gov on or before June 30, 2025. The email should come from the Executive Director/Superintendent of the contracting entity or their authorized representative and state that the terms of the FY 2025–26 CSPP and, as applicable, the CPKS contract are rejected. Contractors providing such notice to the CDE of the rejection of the terms of the contract will not have contract(s) in effect for FY 2025–26. Contractors cannot reject their CSPP contract and still receive funding under a CPKS contract as CPKS funding is tied to having a CSPP contract. If no notice is sent to the CDE, the contract will be automatically renewed, and no further action will be required from the contractor.

If a contractor wishes to terminate the contract for any reason during the FY 2025–26 contract term, the contractor shall notify the CDE of its intent to terminate the contract at least 90 calendar days in advance of contract termination and shall follow 5 *CCR* 17795.

If you have any questions regarding the CFA, please contact the CFA team by sending an email to CFA@cde.ca.gov.

Section I – Contractor Information	
Contractor Legal Name:	San Ysidro Elementary School District
Contractor "Doing Business As" (DBA):	
Headquartered County:	San Diego
Vendor Number:	6837
Executive Director Name:	Gina A. Potter, Ed.D- Superintendent
Executive Director Telephone Number:	(619)428-2352
Executive Director Email Address:	gina.potter@sysdschools.org
Legal Business Address:	4350 Otay Mesa Road
City:	San Ysidro
Zip Code:	92173
Mailing Address:	
City:	
Zip Code:	
Contact Name:	Julie Pretzer
Contact Title:	Director of Child Development
Contact Telephone Number:	(619)428-2352
Contact Email Address:	julie.pretzer@sysdschools.org

Contractor Name	Vendor #
San Ysidro Elementary School District	6837

Section II, Part I – Contract and Program Type

Check all applicable boxes indicating the programs the contractor intends to continue to administer for FY 2025–26. The contractor agrees to continue implementation of these programs with funds provided by the CDE.

Contract Type *(select all that apply)*

- [x] CSPP
- [ ] CPKS

Does the CSPP operate a Family Childcare Home Education Network?

- [ ] Yes
- [x] No

Does the CSPP operate any sites on Tribal reservations or Tribal Trust Lands?

- [ ] Yes
- [x] No

If yes, please indicate the name(s) of the Tribe(s) and each Tribal affiliated site:

Program Type *(select all that apply)*

- [x] Full-Day/Full-Year
- [ ] Part-Day/Part-Year
- [ ] Full-Day/Part-Year
- [ ] Part-Day/Full-Year

REQUIRED DOCUMENT: A completed program calendar (EED 9730) form is required. If the contractor operates both a full-day and a part-day program, a separate program calendar (EED 9730) must be submitted for each.

Contractor Name **Vendor #**

San Ysidro Elementary School District 6837

Section II, Part II – Projected Enrollment
Insert the number of subsidized children your agency expects to enroll with the CSPP contract for each county services are provided, as applicable.
How many counties does your agency operate in? 1
1. County Name: San Diego Number of Children to be Enrolled in Part-Day CSPP in the County: 228 Number of Children to be Enrolled in Full-Day CSPP in the County: 0 Total Number of Children to be Enrolled in the County: 228
2. County Name: Number of Children to be Enrolled in Part-Day CSPP in the County: Number of Children to be Enrolled in Full-Day CSPP in the County: Total Number of Children to be Enrolled in the County: 0
3. County Name: Number of Children to be Enrolled in Part-Day CSPP in the County: Number of Children to be Enrolled in Full-Day CSPP in the County: Total Number of Children to be Enrolled in the County: 0
Total Number of CSPP Children to be Enrolled: 228

Contractor Name **Vendor #**

San Ysidro Elementary School District 6837

Section III – Contractor's Officers and Board of Directors Information

Does the contractor have a board of directors?	☑ Yes ☐ No
If no, please explain the entity type and the governance structure, including the number of owners and partnerships.	

List all officers and board members/governing individuals (i.e., owner, director, etc.). Attach additional sheets as necessary.

Name	Title	Telephone Number	Mailing Address	Email Address
Irene Lopez	President	(619)428-4476	4350 Otay Mesa Road San Ysidro, CA 92173	irene.lopez@sysdschools.org
Zenaida Rosario	Board Vice-President	(619)428-4476	4350 Otay Mesa Road San Ysidro, CA 92173	Zenaida.Rosario@sysdschools.org
Antonio Martinez	Board Clerk	(619)428-4476	4350 Otay Mesa Road San Ysidro, CA 92173	Antonio.Martinez@sysdschools.org
Rudy Lopez	Board Member	(619)428-4476	4350 Otay Mesa Road San Ysidro, CA 92173	rodolfo.lopez@sysdschools.org
Rosaleah Pallasigue	Board Member	(619)428-4476	4350 Otay Mesa Road San Ysidro, CA 92173	rosaleah.pallasigue@sysdschools.org

Have any of the listed officers, board members, owners or other governing individuals ever served as an officer, board member, owner, or governing individual with an agency that received state or federal funding and which agency funding was terminated or involuntarily non-renewed, or the agency was debarred from funding for any period of time?

☐ Yes ☑ No

If yes, list on a separate page the officer(s), board member(s), owner(s) or other governing individual(s) to which this applies and include the former agency(ies) with which the individual(s) was/were previously affiliated and the circumstances leading to the termination, involuntary non-renewal or debarment.

Contractor Name	Vendor #
San Ysidro Elementary School District	6837

Section IV – Program Narrative

A. Please select the box below if the contractor **does not** have program **or** minimum days of operation (MDO) changes.

☑ No changes

B. If the contractor **does** have program and/or MDO changes, please select the type(s) of change(s) and complete the Program Narrative Change (EED-3704A).

☐ Program change ☐ MDO change

NOTE: Making changes to the MDO does not change the contract Maximum Reimbursable Amount (MRA).

REQUIRED DOCUMENT: Contractors requesting program and/or MDO changes must also submit a completed Program Narrative Change (EED-3704A).

Section V – Subcontract Certification

For purposes of this CFA, subcontractor refers to an agency, other than lead contracted agency, who provides CSPP services in accordance with the provisions contained in the California Code of Regulations, Title 5 (5 CCR) and the Contract Terms and Conditions (CT&C) through an agreement with the lead contracted agency.

A. Please select the box below if the contractor does not have subcontractors.

☑ No subcontractors

B. Please select the box below if the contractor does have subcontractors and intends to continue to operate using the subcontractors previously approved by EED.

☐ Subcontractors

REQUIRED DOCUMENT: Contractors who subcontract CSPP services must also submit a completed Subcontract Certification Form (EED-3704B).

Contractor Name	Vendor #
San Ysidro Elementary School District	6837

Section VI – Contractor Certification

Under penalty of perjury, I certify the following statements as true and correct to the best of my knowledge:

- I have read and understand the staffing requirements for Program Director, Site Supervisor, and Teacher. All staff employed by the contractor for the provision of preschool services are fully qualified for their respective positions. The exception to this certification is a person employed as Program Director or Site Supervisor who possesses a current Staffing Qualifications Waiver approved by the Early Education Division.
- I am authorized by the contractor's Board of Directors or other governing authority to execute this CFA, signifying their intent to automatically renew the current CSPP contract, and CPKS contract if applicable, for FY 2025–26, under new terms and conditions to be established by the CDE, unless rejected in writing prior to the effective date of the new contract(s) on June 30, 2025.
- On behalf of the contractor and its governing authority, I understand that some information requested in this CFA is intended for use by CDE auditors in connection with future audit work and performance reviews and may not be used, reviewed, or considered by the CDE until after the contract has expired, if ever. Therefore, the contractor further understands that the information (and any underlying transactions) disclosed by this CFA shall not be considered properly noticed to the CDE, nor approved, accepted, or authorized by the CDE, even if the contractor's request for continued funding by the CDE is subsequently approved.
- The governing board members or persons with governing authority have been trained in understanding conflict of interest requirements associated with their positions on the board and have reported all known conflicts of interest.
- As the signer of this CFA, I have supervisory authority over the CSPP and have knowledge of the information provided in this CFA. I am familiar with and will ensure that the contractor complies with all applicable program statutes and regulations in effect for FY 2025–26, including but not limited to:
  - Subcontracting requirements, including competitive bidding, CDE approval, and audit requirements in 5 *CCR*. I certify that any contractual arrangement(s) with subcontractors are made in adherence to the required subcontract provisions contained in the *California Education Code* (*EC*), 5 *CCR*, and the CT&C. As the contractor, it is my responsibility to monitor the performance of the subcontractor to ensure services are provided appropriately through the entire contract term and that the contractor is ultimately responsible for the actions of any subcontractor.
  - Prohibitions on conflicts of interests, including (i) the assurances required to establish that transactions with officers, directors and other related party transactions are conducted at arm's length, and (ii) employment limitations stated in Education Code.
  - Cost reimbursement requirements, including reimbursable and non-reimbursable costs, documentation requirements, the provisions for determining the reimbursable amount

and other provisions in 5 *CCR*, and accounting and reporting requirements in 5 *CCR*.
  - Operational and programmatic requirements.
  - Personnel requirements as stipulated in Education Code, 5 *CCR*, and the CT&C.
- As the authorized representative of the CSPP contractor named in this application, I certify that:
  - I have reviewed all information for my agency and, to the best of my knowledge, the information on the CDMIS website reflects accurate information for my agency as of the date this certification is signed.
  - I understand my obligation as a CSPP contractor to ensure the accuracy of information in CDMIS on an ongoing basis and will update the information in CDMIS as needed throughout the contract period.

By signing this CFA, the contractor is indicating that it wishes to automatically renew the current contract for FY 2025–26 and, if approved, is willing to, and does accept, all terms and conditions of the CSPP contract, which will be provided to the contractor no later than June 1, 2025.

The contractor may reject the FY 2025–26 contract by providing the CDE with a written notice of rejection no later than June 30, 2025. Contractors that wish to reject the terms of the FY 2025–26 contract must provide written notice that the terms of the contract are rejected by sending an email to EarlyEducationContracts@cde.ca.gov on or before June 30, 2025. The email should come from the Executive Director/Superintendent of the contracting entity or their authorized representative and state that the terms of the FY 2025–26 CSPP contract, and CPKS contract if applicable, are rejected. Contractors providing such notice to the CDE of the rejection of the terms of the contract(s) will not have a contract(s) in effect for FY 2025–26. I understand that failure to timely reject the terms of the contract means that the contract may be automatically renewed for FY 2025-26 starting on July 1, 2025.

As the authorized representative of the contractor named in this application, I certify that I have reviewed all the information provided in this application, and in all accompanying forms, and I hereby attest that the information provided is true and correct to the best of my knowledge as of the date this certification is signed.

Printed Name of the Contractor's Authorized Representative:	Gina A. Potter, Ed.D.
Title of the Contractor's Authorized Representative:	Superintendent
Signature of the Contractor's Authorized Representative:	
Date of Signature:	September 13, 2024

Contractor Name	**Vendor #**
San Ysidro Elementary School District	6837

Section VII – Continued Funding Application Checklist

1. Is the contractor a public or non-public agency?

   *The State Administrative Manual defines a **public agency** as any state agency, city, county, special district, school district, community college district, county superintendent of schools, or federal agency. A charter school is also a public agency. Any agency that does not meet these criteria is considered a **non-public agency**.*

   ☑ Public Agency ☐ Non-Public Agency

2. Is the contractor a community college or community college district in California?

   ☐ Yes ☑ No

3. Is the contractor a local educational agency (LEA)?

   ☑ Yes ☐ No

Please review your CFA package carefully before submission. Check the boxes below to confirm that each CFA section is complete, and each applicable required attachment is included in the CFA package. Forms for attachment are located on the CDE CFA web page located at https://www.cde.ca.gov/sp/cd/ci/cfa2526.asp.

CFA Section	**Check Box**
Section I – Contractor Information	☑
Section II – Contract and Program Type	☑
Section III – Contractor's Officers and Board of Directors Information	☑
Section IV – Program Narrative	☑
Section V – Subcontract Certification	☑
Section VI – Contractor Certification*	☑
Section VII – CFA Checklist	☑

All Sections must be included in the CFA package.
***Requires signature.**

Contractor Name **Vendor #**

San Ysidro Elementary School District 6837

Required Attachments	Public Agency	Non-Public Agency	Check Box
CSPP Program Calendar(s) (EED 9730)	Yes	Yes	☑
California Civil Rights Laws Certification (CO-005)	Yes	Yes	☑
Contractor Certification Clauses (CCC)	Yes	Yes	☑
Federal Certification (CO.8)	Yes	Yes	☑
CDMIS Agency Information Certification	Yes	Yes	☑
State of California, Payee Data Record (STD. 204)	No	Yes	☑
Payee Data Record Supplement (STD. 205)	No	Required only if payment address differs from mailing address on STD. 204	☐
Secretary of State certification or search results	No	Yes	☐
Verification of LEA Name and Address: Information page printed from California School Directory web page or California Community College Chancellor's web page, as applicable	LEAs only	No	☑
Program Narrative Change (EED 3704A)	Required only if requesting changes	Required only if requesting changes	☑
Subcontract Certification (EED 3704B)	Required only if subcontracting	Required only if subcontracting	☑
Authorizing board resolution, policy, or meeting minutes	Yes	As applicable	☐
Application for License Exemption	Required only from LEAs applying to be exempt from licensure pursuant to *Health & Safety Code* Section 1596.792(o).	No	☐

California Department of Education
Fiscal & Administrative Services Division
CO-005 (NEW 4/2020)

CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract in the amount of $100,000 or more on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts $100,000 or more, executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and

2. EMPLOYER DISCRIMINATORY POLICIES: For contracts $100,000 or more, executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

1. Proposer/Bidder Firm Name (Printed):
   San Ysidro Elementary School District
2. Federal ID Number:
   95-600-2821
3. By (Authorized Signature):

4. Printed Name and Title of Person Signing:
   Gina A. Potter, Ed.D., Superintendent
5. Date Executed:
   09-13-24
6. Executed in the County and State of:
   San Diego County, California

Contractor Certification Clauses

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
San Ysidro Elementary School District	95-600-2821

By (Authorized Signature)

Printed Name and Title of Person Signing

Gina A. Potter, Ed.D., Superintendent

Date Executed	Executed in the County of
09-13-24	San Diego , California

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

1) the dangers of drug abuse in the workplace;

2) the person's or organization's policy of maintaining a drug-free workplace;

3) any available counseling, rehabilitation and employee assistance programs; and,

4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

1) receive a copy of the company's drug-free workplace policy statement; and,

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

FEDERAL CERTIFICATIONS

CO.8 (REV. 06/20)
California Department of Education

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 45 Code of Federal Regulations (CFR) Part 93, "New restrictions on Lobbying," and 45 CFR Part 76, "Government-wide Debarment and Suspension (Non procurement) and Government-wide requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 45 CFR Part 93, for persons entering into a grant or cooperative agreement over $100,000 as defined at 45 CFR Part 93, Sections 93.105 and 93.110, the applicant certifies that:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement:

(b) If any funds other than federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an employee of Congress, or any employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with this instruction;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by executive Order 12549, Debarment and Suspension, and other responsibilities implemented at 45 CFR Part 76, for prospective participants in primary or a lower tier covered transactions, as defined at 45 CFR Part 76, Sections 76.105 and 76.110.

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency:

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction violation of federal or State antitrust statutes or commission of embezzlement,

theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period proceeding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and

B. Where the applicant is unable to certify any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The danger of drug abuse in the workplace;
(2) The grantee's policy of maintaining a drug-free workplace;
(3) Any available drug counseling, rehabilitation, and employee assistance programs; and
(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -

(1) Abide by the terms of the statement; and
(2) Notify the employer in writing of his or her conviction for a violation;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director, Grants, and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W., (Room 3124, GSA Regional Office Building No. 3), Washington, DC 20202-4571. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency:

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee shall insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

1880 Smythe Ave, San Ysidro, Ca 92173

3825 Sunset Lane, San Ysidro, Ca 92173

4919 Del Sol Blvd, San Diego, Ca 92154

☐ Check if there are workplaces on file that are not identified here.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

a. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant, and

b. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants and contracts Service, U.S. department of Education, 400 Maryland Avenue, S.W. (Room 3124, GSA Regional Office Building No. 3) Washington, DC 20202-4571. Notice shall include the identification numbers(s) of each affected grant.

ENVIRONMENTAL TOBACCO SMOKE ACT

As required by the Pro-Children Act of 1994, (also known as Environmental Tobacco Smoke), and implemented at Public Law 103-277, Part C requires that:

The applicant certifies that smoking is not permitted in any portion of any indoor facility owned or leased or contracted and used routinely or regularly for the provision of health care services, day care, and education to children under the age of 18. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to $1,000 per day. (The law does not apply to children's services provided in private residence, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for in- patient drug and alcohol treatment.)

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

FISCAL YEAR 2025-26

CONTRACTOR NAME	VENDOR ID NUMBER
San Ysidro Elementary School District	6837

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Gina A. Potter, Ed.D., Superintendent

SIGNATURE DATE 09-13-24

California State Preschool Program Fiscal Year 2025–26 Program Calendar

Contractor Name: San Ysidro Elementary School District

County: Sacramento

Vendor Number: 6837

Contract Type: CSPP

Program Type: Full-Day

Instructions: Check the box on each date your program will operate. Total days of operation will automatically calculate.

July 2025 Days of Operation 9

SUN	MON	TUE	WED	THU	FRI	SAT
N/A	N/A	1 ☐	2 ☐	3 ☐	4 ☐	5 ☐
6 ☐	7 ☐	8 ☐	9 ☐	10 ☐	11 ☐	12 ☐
13 ☐	14 ☐	15 ☐	16 ☐	17 ☐	18 ☐	19 ☐
20 ☐	21 ☑	22 ☑	23 ☑	24 ☑	25 ☑	26 ☐
27 ☐	28 ☑	29 ☑	30 ☑	31 ☑	N/A	N/A

August 2025 Days of Operation 21

SUN	MON	TUE	WED	THU	FRI	SAT
N/A	N/A	N/A	N/A	N/A	1 ☑	2 ☐
3 ☐	4 ☑	5 ☑	6 ☑	7 ☑	8 ☑	9 ☐
10 ☐	11 ☑	12 ☑	13 ☑	14 ☑	15 ☑	16 ☐
17 ☐	18 ☑	19 ☑	20 ☑	21 ☑	22 ☑	23 ☐
24 ☐	25 ☑	26 ☑	27 ☑	28 ☑	29 ☑	30 ☐
31 ☐	N/A	N/A	N/A	N/A	N/A	N/A

September 2025 Days of Operation 14

SUN	MON	TUE	WED	THU	FRI	SAT
N/A	1 ☐	2 ☑	3 ☑	4 ☑	5 ☑	6 ☐
7 ☐	8 ☑	9 ☑	10 ☑	11 ☑	12 ☑	13 ☐
14 ☐	15 ☑	16 ☑	17 ☑	18 ☑	19 ☑	20 ☐
21 ☐	22 ☐	23 ☐	24 ☐	25 ☐	26 ☐	27 ☐
28 ☐	29 ☐	30 ☐	N/A	N/A	N/A	N/A

October 2025 Days of Operation 20

SUN	MON	TUE	WED	THU	FRI	SAT
N/A	N/A	N/A	1 ☐	2 ☐	3 ☐	4 ☐
5 ☐	6 ☑	7 ☑	8 ☑	9 ☑	10 ☑	11 ☐
12 ☐	13 ☑	14 ☑	15 ☑	16 ☑	17 ☑	18 ☐
19 ☐	20 ☑	21 ☑	22 ☑	23 ☑	24 ☑	25 ☐
26 ☐	27 ☑	28 ☑	29 ☑	30 ☑	31 ☑	N/A

November 2025 Days of Operation 15

SUN	MON	TUE	WED	THU	FRI	SAT
N/A	N/A	N/A	N/A	N/A	N/A	1 ☐
2 ☐	3 ☑	4 ☑	5 ☑	6 ☑	7 ☑	8 ☐
9 ☐	10 ☑	11 ☑	12 ☑	13 ☑	14 ☑	15 ☐
16 ☐	17 ☑	18 ☑	19 ☑	20 ☑	21 ☑	22 ☐
23 ☐	24 ☐	25 ☐	26 ☐	27 ☐	28 ☐	29 ☐
30 ☐	N/A	N/A	N/A	N/A	N/A	N/A

December 2025 Days of Operation 10

SUN	MON	TUE	WED	THU	FRI	SAT
N/A	1 ☑	2 ☑	3 ☑	4 ☑	5 ☑	6 ☐
7 ☐	8 ☑	9 ☑	10 ☑	11 ☑	12 ☑	13 ☐
14 ☐	15 ☐	16 ☐	17 ☐	18 ☐	19 ☐	20 ☐
21 ☐	22 ☐	23 ☐	24 ☐	25 ☐	26 ☐	27 ☐
28 ☐	29 ☐	30 ☐	31 ☐	N/A	N/A	N/A

January 2026 Days of Operation 15

SUN	MON	TUE	WED	THU	FRI	SAT
N/A	N/A	N/A	N/A	1 ☐	2 ☐	3 ☐
4 ☐	5 ☐	6 ☐	7 ☐	8 ☐	9 ☐	10 ☐
11 ☐	12 ☑	13 ☑	14 ☑	15 ☑	16 ☑	17 ☐
18 ☐	19 ☑	20 ☑	21 ☑	22 ☑	23 ☑	24 ☐
25 ☐	26 ☑	27 ☑	28 ☑	29 ☑	30 ☑	31 ☐

February 2026 Days of Operation 19

SUN	MON	TUE	WED	THU	FRI	SAT
1 ☐	2 ☑	3 ☑	4 ☑	5 ☑	6 ☑	7 ☐
8 ☐	9 ☑	10 ☑	11 ☑	12 ☑	13 ☑	14 ☐
15 ☐	16 ☐	17 ☑	18 ☑	19 ☑	20 ☑	21 ☐
22 ☐	23 ☑	24 ☑	25 ☑	26 ☑	27 ☑	28 ☐

March 2026 Days of Operation 15

SUN	MON	TUE	WED	THU	FRI	SAT
1 ☐	2 ☑	3 ☑	4 ☑	5 ☑	6 ☑	7 ☐
8 ☐	9 ☑	10 ☑	11 ☑	12 ☑	13 ☑	14 ☐
15 ☐	16 ☑	17 ☑	18 ☑	19 ☑	20 ☑	21 ☐
22 ☐	23 ☐	24 ☐	25 ☐	26 ☐	27 ☐	28 ☐
29 ☐	30 ☐	31 ☐	N/A	N/A	N/A	N/A

April 2026 Days of Operation 19

SUN	MON	TUE	WED	THU	FRI	SAT
N/A	N/A	N/A	1 ☐	2 ☐	3 ☐	4 ☐
5 ☐	6 ☑	7 ☑	8 ☑	9 ☑	10 ☑	11 ☐
12 ☐	13 ☑	14 ☑	15 ☑	16 ☑	17 ☑	18 ☐
19 ☐	20 ☑	21 ☑	22 ☑	23 ☑	24 ☑	25 ☐
26 ☐	27 ☑	28 ☑	29 ☑	30 ☑	N/A	N/A

May 2026 Days of Operation 20

SUN	MON	TUE	WED	THU	FRI	SAT
N/A	N/A	N/A	N/A	N/A	1 ☑	2 ☐
3 ☐	4 ☑	5 ☑	6 ☑	7 ☑	8 ☑	9 ☐
10 ☐	11 ☑	12 ☑	13 ☑	14 ☑	15 ☑	16 ☐
17 ☐	18 ☑	19 ☑	20 ☑	21 ☑	22 ☑	23 ☐
24 ☐	25 ☐	26 ☑	27 ☑	28 ☑	29 ☑	30 ☐
31 ☐	N/A	N/A	N/A	N/A	N/A	N/A

June 2026 Days of Operation 3

SUN	MON	TUE	WED	THU	FRI	SAT
N/A	1 ☑	2 ☑	3 ☑	4 ☐	5 ☐	6 ☐
7 ☐	8 ☐	9 ☐	10 ☐	11 ☐	12 ☐	13 ☐
14 ☐	15 ☐	16 ☐	17 ☐	18 ☐	19 ☐	20 ☐
21 ☐	22 ☐	23 ☐	24 ☐	25 ☐	26 ☐	27 ☐
28 ☐	29 ☐	30 ☐	N/A	N/A	N/A	N/A

Total Days of Operation: 180

EED Approval (For EED Use Only)

Child Development Division
Agency Information Certification

I certify, as the authorized representative of the agency listed below, I have reviewed all the information for **San Ysidro Elementary Sch Dist (6837)** and updates, additions, or deletions have been submitted as needed for information in all of the areas below:

Executive Director/Superintendent information
Program Director information
Sites and Licenses and/or Office information
Family Child Care Home summary information

To the best of my knowledge, the information on the CDMIS Web site reflects accurate information for **San Ysidro Elementary Sch Dist (6837)** as of the date this certification was signed.

Julie A Pretzer — 9/3/24

Program Director/Authorized Representative Signature — Date Signed

Julie Pretzer

Printed Name of Program Director/Authorized Representative

Name of Agency User Generating Certification: Julie Pretzer

Date Generated: 9/3/2024

Assigned CDD Consultant: Richard Miller

San Ysidro Elementary

County	San Diego
District	San Ysidro Elementary List of active district's schools
CDS Code	37 68379 0000000
District Address	4350 Otay Mesa Rd. San Ysidro, CA 92173-1617 Google Map
Mailing Address	4350 Otay Mesa Rd. San Ysidro, CA 92173-1617
Phone Number	(619) 428-4476
Fax Number	(619) 428-9355
Email	Information Not Available
Web Address	www.sysdschools.org
Superintendent	Dr. Gina Potter Superintendent (619) 428-4476 Ext. 3021 gina.potter@sysdschools.org
Chief Business Official	Marilyn Adrianzen Chief Business Offical (619) 428-4476 Ext. 3004 marilyn.adrianzen@sysdschools.org
Status	Active
District Type	Elementary School District
Low Grade	P
High Grade	8
NCES/Federal District ID	0635220
CDS Coordinator (Contact for Data Updates)	Russell Little (619) 428-4476 Ext. 3027 Request Data Update(s)
Last Updated	July 31, 2018

California DEPARTMENT OF EDUCATION

Enter New Search Criteria | Search | New Search

Search Results

Search Type: Public Schools ✖ **Districts:** San Ysidro Elementary ✖ **Status:** Active ✖

7 Schools found

CDS Code	County	District	School	School Type	Sector Type	Charter	Status
37683796089007	San Diego	San Ysidro Elementary	La Mirada Elementary	Elementary Schools (Public)	Public	No	Active
37683796119341	San Diego	San Ysidro Elementary	Ocean View Hills	Elementary Schools (Public)	Public	No	Active
37683796098453	San Diego	San Ysidro Elementary	San Ysidro Middle	Intermediate/Middle Schools (Public)	Public	No	Active
37683796085146	San Diego	San Ysidro Elementary	Smythe Elementary	Elementary Schools (Public)	Public	No	Active
37683796093264	San Diego	San Ysidro Elementary	Sunset Elementary	Elementary Schools (Public)	Public	No	Active
37683790137737	San Diego	San Ysidro Elementary	Vista Del Mar	Intermediate/Middle Schools (Public)	Public	No	Active
37683790123000	San Diego	San Ysidro Elementary	Willow Elementary	Elementary Schools (Public)	Public	No	Active

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: September 12, 2024

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. 24/25-0019 AUTHORIZING SUPPORT OF PROPOSITION 2: KINDERGARTEN THROUGH GRADE 12 SCHOOLS AND LOCAL COMMUNITY COLLEGE PUBLIC EDUCATION FACILITIES MODERNIZATION, REPAIR, AND SAFETY BOND ACT OF 2024

BACKGROUND INFORMATION:
On November 5, 2024, a state-wide education facilities bond measure will be on the ballot. If this measure passes, Proposition 2: Kindergarten Through Grade 12 Schools and Local Community College Public Education Facilities Modernization, Repair, and Safety Bond Act of 2024 will consist of the following:

Overview of Proposition 2:
- Authorizes a $10 billion state General Obligation Bond for facilities at K-12 schools (including transitional kindergarten) and community colleges.
  - $8.5 billion for K-12 schools:
    - $4 billion for Modernization includes $115 million for testing and remediation of lead in water and Reserves up to 10% for small school districts
    - $3.3 billion for New Construction and reserves up to 10% for small school districts
    - $600 million for career technical education facilities
    - $600 million for charter school facilities
  - $1.5 billion for community college capital outlay projects
- Prop. 2 was placed on the November 2024 ballot with the Legislature's passage of AB 247 (Muratsuchi).
- Keeps the School Facility Program (SFP) intact with no change to how projects are prioritized for funding.
- Provides funding enhancements for projects that address specific policy priorities.
- Principal and interest are paid using existing state General Fund revenues, not through local tax increases. This allows voters to prioritize state funding for school facilities.

RECOMMENDATION:
Approve Resolution No. 24/25-0019 authorizing support of Proposition 2: Kindergarten through Grade 12 Schools and Local Community College Public Education Facilities Modernization, Repair, and Safety Bond Act of 2024.

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

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

San Ysidro School District

RESOLUTION NO. 23/24-0019

AUTHORIZING SUPPORT OF PROPOSITION 2: KINDERGARTEN THROUGH GRADE 12 SCHOOLS AND LOCAL COMMUNITY COLLEGE PUBLIC EDUCATION FACILITIES MODERNIZATION, REPAIR, AND SAFETY BOND ACT OF 2024

ON MOTION of Member _____, seconded by Member _____, the following resolution is adopted:

WHEREAS, the California Constitution finds public education is a State responsibility in Article IX Section 5 and

WHEREAS, the State is out of school facility program funds and cannot provide the State match for almost $3.5 billion in projects that qualify for state aid and

WHEREAS, the San Ysidro School District has over $560,900,000 in facility needs which State bonds may partially fund; and

WHEREAS, Proposition 2, the *Kindergarten Through Grade 12 Schools and Local Community College Public Education Facilities Modernization, Repair, and Safety Bond Act of 2024*, provides for the renovation of aging schools, upgrade of existing classrooms, construction of new classrooms to accommodate growth, Career Technical Education facilities to provide job training to meet the workforce needs of California employers, testing and remediation of lead levels in water at school sites, disaster assistance, replacement of 75-year-old buildings, adding essential facilities like libraries and multipurpose rooms, mitigating the effects of higher average temperatures, and assistance for small and low-wealth school districts; and

WHEREAS, school districts need state financial support to implement new mandates and initiatives such as universal Transitional Kindergarten, Expanded Learning, on-site cooking and meal preparation, later secondary school start times, and solar power generation and storage; and

WHEREAS, quality 21st Century school facilities designed for today's and tomorrow's students enhance academic achievement and further the State's academic goals and

WHEREAS, the California unemployment rate is greater than the national unemployment rate, and

WHEREAS, 13,000 middle-class jobs are created for each $1 billion in school facility infrastructure investment and

WHEREAS, these jobs will be created throughout California and will include almost all building trades and

WHEREAS, the Local Control Funding Formula provides funding for educational services for all students but does not provide dedicated facilities funding and

WHEREAS, Proposition 2, the *Kindergarten Through Grade 12 Schools and Local Community College Public Education Facilities Modernization, Repair, and Safety Bond Act of 2024* will not raise State taxes and

WHEREAS, Proposition 2, the *Kindergarten Through Grade 12 Schools and Local Community College Public Education Facilities Modernization, Repair, and Safety Bond Act of 2024* enhances public accountability and transparency for the use of its proceeds; and

WHEREAS, Proposition 2, the *Kindergarten Through Grade 12 Schools and Local Community College Public Education Facilities Modernization, Repair, and Safety Bond Act of 2024* State matching funds will reduce the need for additional local property taxes for school facilities.

NOW, THEREFORE, **IT IS HEREBY RESOLVED AND ORDERED** by The Governing Board that the San Ysidro School District supports Proposition 2, the Kindergarten Through Grade 12 Schools and Local Community College Public Education Facilities Modernization, Repair, and Safety Bond Act of 2024.

PASSED AND ADOPTED by the Governing Board of the San Ysidro School District at San Ysidro, California, on September 12, 2024, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO)

This is to certify that the foregoing document is a true copy of the Resolution of the Governing Board of the San Ysidro School District of San Diego County.

_____
Clerk of the Governing Board

CALIFORNIA'S COALITION for ADEQUATE SCHOOL HOUSING℠

Proposition 2 – 2024 K-14 State School Bond

Overview of Proposition 2

- Authorizes a $10 billion state General Obligation bond for facilities at K-12 schools (including transitional kindergarten) and community colleges: *The Kindergarten Through Grade 12 Schools and Local Community College Public Education Facilities Modernization, Repair, and Safety Bond Act of 2024.*
- Prop. 2 was placed on the November 2024 ballot with the Legislature's passage of AB 247 (Muratsuchi).
- Keeps the School Facility Program (SFP) intact and does not change how projects are prioritized for funding.
- Provides funding enhancements for projects that address specific policy priorities.
- Principal and interest is paid using existing state General Fund revenues and *not* through local tax increases. This allows voters to prioritize state funding for school facilities.

Funding Breakdown

- **$8.5 billion for K-12 schools**
    - $4 billion for Modernization
        - Includes $115 million for testing and remediation of lead in water
        - Reserves up to 10% for small school districts
    - $3.3 billion for New Construction
        - Reserves up to 10% for small school districts
    - $600 million for career technical education facilities
    - $600 million for charter school facilities
- **$1.5 billion for community college capital outlay projects**

Program Mechanics and New Requirements

Applicability of Prop. 2 Changes – New Construction and Modernization projects submitted before October 31, 2024 are processed and apportioned under the statute as it read on January 1, 2024 (i.e. not subject to the new requirements created by Prop. 2).

Eligibility Baseline – A district that participates in the New Construction or Modernization program after November 5, 2024 shall submit an updated report of existing school building capacity.

Master Plan – A district that participates in the SFP must submit a five-year school facilities master plan, including an inventory of existing facilities, sites, property and existing classroom capacity, as well as a capital planning budget, deferred maintenance plan, and projected enrollment growth. The Department of General Services and the California Department of Education will develop guidelines to implement. The Controller will add instructions to the annual K-12 audit guide to verify compliance.

Use of Grants – Specifies that SFP grants may be used for advancing state energy goals, outdoor learning environments, school kitchens, transitional kindergarten facilities, preschool facilities, space for counselors and nurses, seismic retrofits, and broadband access.

Funding Enhancement Opportunities

State Share Sliding Scale – Increases the maximum state share and reduces the local match for some projects. No project would receive less than the current state share. The maximum state share would increase from 50% to 55% for New Construction and from 60% to 65% for Modernization. Projects can receive up to 16 total potential points for the increased match calculation; those with at least six points across the following categories receive an increased state grant:

- Unduplicated LCFF pupil percentage – up to 8 points
- Low gross bonding capacity – up to 4 points
- Very small schools (200 pupils or less) – up to 2 points
- Projects using a Project Labor Agreement – up to 2 points

Supplemental Grants – Eligible SFP projects may receive an additional supplemental grant to address specific policy priorities:

- *Minimum Essential Facilities (Modernization only)* – to build or expand one gym, multipurpose room, library, or school kitchen if the existing facility is insufficient or the school does not have one.
- *Transitional Kindergarten (Modernization only)* – to retrofit an existing school facility to adequately house TK pupils, or to construct new TK classrooms if the site lacks sufficient facilities.
- *Career Technical Education (Modernization only)* – up to 5% state grant increase for project components that promote CTE to enhance educational opportunities for pupils at existing middle and high schools. Funds may be used for modernization or reconfiguration of facilities, as well as purchasing equipment with an average useful life expectancy of at least 10 years.
- *Energy and Climate Change (Modernization and New Construction)* – up to 5% state grant increase for projects that exceed Title 24 standards and include energy efficiency components that advance state energy goals and adapt to higher average temperatures.

75 Year-Old Building Replacement – Replacement under the Modernization program at the New Construction grant amount for buildings at least 75 years old.

Lead in Water – Provides $115 million for grants to test drinking water for lead and to replace lead pipes and fixtures in facilities constructed before January 1, 2010 with elevated lead levels above 15 parts per billion.

Disaster Assistance – Provides immediate interim housing for schools impacted by a natural disaster for which the Governor has declared a state of emergency.

Additional Support for Disadvantaged and Low-Wealth School Districts

Small School District Assistance – For districts with 2,500 pupils or less:

- Provides a reservation of bond authority using a preliminary apportionment structure, ensuring construction funds are available once design has been completed.
- Up to 10% of New Construction and up to 10% of Modernization funds are reserved for small school districts.
- Provides a construction management grant preliminary apportionment worth 5% of the state share to assist with planning, site acquisition, preconstruction, and closeout.

Expands Supporting America's School Infrastructure Grant Program (SASI) – Provides $5 million to CDE to expand the SASI program to serve additional priority districts, including those with enrollment of less than 2,501, low gross bonding capacity per enrollment, a high percentage of LCFF unduplicated pupils, and those who have not previously applied for SFP funding. The program will provide direct technical assistance, enhanced state and county collaboration efforts, development of centralized online resources, and expertise on facility maintenance.

Financial Hardship – Updates qualifying criteria to increase the maximum level of total bonding capacity from $5 million to $15 million beginning in FY 2026-27 and adjusted annually thereafter, increasing the number of districts eligible to receive up to a 100% state share.

Transparency and Accountability Provisions

Creates new transparency and accountability requirements, including:

- Requires a public hearing to discuss a project before it is approved by the local governing board for submission to the state.
- Independent performance audits.
- Must post project and audit information on the school district website, including the location, estimated cost, and estimated timeline for completion.

CASH Issues Committee I.D. 980478

YES ON 2 Quality Public Schools

Local and State School Bond Measures Work Together to Improve Education

In November 2024, a historic number of school districts and community college districts will ask voters to approve local bond measures to benefit the schools in their community. The ballot will also include **Proposition 2**, *The Kindergarten Through Grade 12 Schools and Local Community College Public Education Facilities Modernization, Repair, and Safety Bond Act of 2024.* Prop. 2 authorizes a $10 billion state General Obligation bond for facilities at K-12 schools and community colleges.

Research and experience show that local school bond measures are positively impacted by the presence of a statewide school bond on the same ballot. *Joint messaging to educate voters in your community about both a state and local bond helps both measures – a win-win!*

Matching State Funds

Local bond dollars go farther when matched by state dollars. By passing a local bond measure, school districts and community colleges are eligible to receive state funds to share the costs of building and renovating schools. This cost-sharing helps limit the burden on local taxpayers, who otherwise may be asked to approve larger or more frequent local bonds absent the availability of a state match.

Positive Media Buzz

The presence of a state bond on the ballot generates significant "earned media" coverage, including news articles, editorials, and letters. This press coverage will raise the profile of school construction and renovation needs in communities across the state. By including information about Prop. 2 as you educate your community about your local bond, it amplifies this effect.

Campaign Expenditures

Proponents of a state bond measure will spend millions of dollars communicating directly with voters to educate them about the need for funding to upgrade, repair, and construct schools. This builds a sense of urgency and understanding around the issue that will also benefit local bonds.

Voter Turnout

Some voters, including the parents of school children and voters in other key demographics, are more motivated to vote if they know multiple pro-education measures are on the ballot. Additionally, a presidential general election typically provides an advantageous voter turnout scenario for passing local school bonds.

State and Local Bonds Address Core Voter Concerns

Year after year, public opinion research demonstrates that voters prioritize state and local bond dollars for specific purposes, including:

- Repair aging and deteriorating classrooms and school buildings
- Address health and safety hazards like mold, asbestos, and lead paint and pipes
- Ensure clean air and drinking water
- Upgrade facilities to provide job training and career technical education to meet the demands of a 21st Century workforce

Prop. 2 provides billions of dollars to fund these voter priorities. Local school bonds will also benefit when voters hear positive messages about the specific issues that Prop. 2 will address.

Please include information about Prop. 2 as you educate voters about your local bond!

PROPOSITION 2 – 2024 State School Bond
Frequently Asked Questions

How does Proposition 2 support California's long-term economic security?

- Investing in California schools is critical to developing a well-educated and skilled workforce, essential to California's long-term economic security.
- This bond measure will fund upgrades to classroom technology, computer systems, science labs, libraries, and career technical education programs.
- These investments will help California produce the educated workers needed to retain and attract good companies offering well-paid jobs, and to compete in the 21st Century global economy.
- The bond will also help high schools and community colleges upgrade vocational education programs to provide students and returning veterans with job training, technical knowledge, and specialized skills to compete for high-quality jobs.

What would Proposition 2 help fund?

- New Construction –
  This program provides grants to buy land and construct new facilities or to expand existing facilities. Eligibility is determined by calculating existing capacity and applying an enrollment projection to that capacity. This calculation is prescribed in state law and requires the use of standardized loading and projection methodologies to determine the degree of state support.
- Modernization –
  This renovation program provides grants for projects that occur on sites with buildings that are at least 25 years-old, or portables that are at least 20 years-old. The funding "is designed to extend the useful life of existing facilities, or to enhance the physical environment of a school," "Typical projects include, but are not limited to, the following: structural upgrades, access compliance upgrades, air conditioning, plumbing, lighting, and electrical systems, roof replacement, new furniture and equipment, technology upgrades, and replacement of existing facilities."
- Funding and Technical Assistance –
  Proposition 2 contains provisions that provide additional state match funding and technical assistance for low-wealth districts (those with low assessed valuation per pupil), small districts, and those that are unable to raise the required local funds to access the state program. The bond contains Facility Hardship provisions which assist districts with health and safety emergencies, including, but not limited to, seismic hazards.
- Supplemental Grants Available –
  As part of your New Construction or Modernization project application, you can also request supplemental grants from Proposition 2 funding to cover the cost of:
  - Career Technical Education – up to a 5 percent increase for Modernization projects.
  - Transitional Kindergarten – for Modernization projects to convert or build classrooms.

- Minimum Essential Facilities – for Modernization projects to build or expand one gym, multipurpose room, library, or school kitchen that is lacking or undersized.
- Extreme Heat & Energy Efficiency – up to a 5 percent increase for New Construction or Modernization for projects to improve energy efficiency and adapt to higher average temperatures that pose a threat to the health and safety of students and staff. Eligible projects must exceed the requirements of Title 24 nonresidential building energy-efficiency standards.

Is a state school bond necessary in addition to local school bonds?

- By continuing the successful state-local partnership, the state can ensure only eligible projects receive matching grants, and school districts can retain local control of how dollars are spent and leverage local dollars raised.
- California has a historically successful model of state partnership with local school districts to share funding for new construction and renovation of aging classrooms. Locals identify a funding source and the state provides a partial match with funds from school bonds. Proposition 2 increases the state match by up to five percent based on criteria in the measure.
- Currently, all remaining New Construction and Modernization bond authority is committed, backlogging over $3.4 billion worth of school construction projects that have already secured local funding.

Does Proposition 2 increase state taxes to pay for principal and interest payments?

- No. There is not a state tax increase for state general obligation bonds like Proposition 2. Principal and interest are paid from existing state revenue sources.
- Proposition 2 is more like taxpayers telling the state government how to spend the taxes they have paid. Proposition 2 returns some of the taxes paid to the state back to local taxpayers in the form of a state match for local school facility funds.

How does Proposition 2 ensure Accountability and Transparency?

- Proposition 2 increases state oversight and state/local accountability to ensure state school bond funds are spent in accordance with program requirements established in state law and regulation.
- As a condition of receiving state school bond funds, school districts must fulfil annual expenditure reporting requirements, and projects are subject to comprehensive state agency audits.
- Proposition 2 includes provisions that require school districts, county offices of education, charter schools, and California Community Colleges to conduct a public hearing, audit, and post project and audit information on their websites.

Does Proposition 2 create a significantly different school facilities program?

- No. Proposition 2 maintains the core structure of the existing program prioritizing New Construction and Modernization resources.

- Proposition 2 maintains a predictable planning process by continuing to allocate funds based on date of eligible project submittal.

Proposition 2 ensures all districts can access state resources. It contains increased state grant amounts and technical assistance for those who need it, with no reduction in state grants for other districts.

ADDITIONAL QUESTIONS?

- Please contact Nancy Chaires Espinoza at nchairesespinoza@m-w-h.com.

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: September 12, 2024

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

FROM:
Human Resources
Manuel Bojorquez, Director

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT BETWEEN MATTHEW BANDY AND THE SAN YSIDRO SCHOOL DISTRICT

BACKGROUND INFORMATION:
The Board of Trustees hereby offer Matthew Bandy to work as a Substitute Principal on an as-needed basis for the 2024-2025 school year while the District recruits for the position, effective September 13, 2024.

RECOMMENDATION:
Approve the agreement between Matthew Bandy and the San Ysidro School District to work as a Substitute Principal on an as needed basis for the 2024-2025 school year while the District recruits for the position.

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

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2024-2025 Budget?	Requisition #
☒ Yes ☐ No	☒Yes ☐ No	

Cert. Mgt. Salary		
(Amount)	(Name of funding source and/or location)	

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

AGREEMENT
BETWEEN MATTHEW BANDY
AND
THE SAN YSIDRO SCHOOL DISTRICT

This Agreement ("Agreement") is entered into by Matthew Bandy (“BANDY”) and the San Ysidro School District ("DISTRICT")

RECITALS

This Agreement is based upon the following facts and/or understandings:

WHEREAS, DISTRICT has expressed an interest in BANDY working on a substitute basis as a Principal during the 2024-2025 school year while the District recruits for the position.

NOW, THEREFORE, in consideration for the promises set forth herein, the receipt and adequacy of which is hereby acknowledged, the Parties hereto agree as follows:

1. This is a one-time, non-precedent-setting agreement. Nothing herein shall be interpreted as evidence or establishment of any practice or policy.

2. Effective September 13, 2024, BANDY agrees to work as a substitute Principal on an as-needed basis. BANDY will be placed on the certificated management salary schedule at Step 2 Range 4 for the time he works out of class as a Principal.

3. BANDY acknowledges that this provision shall serve as written notice pursuant to Education Code 45951 that he may be released from his substitute principal position under this contract at any time during the school year by the District. This shall also serve as written notice that BANDY will be released from his substitute principal assignment pursuant to this agreement at the end of the 2024-2025 school year if he has not already been released pursuant to the terms of this provision.

4. BANDY represents and agrees that he has carefully read and fully understands all of the provisions of the Agreement, that he is voluntarily entering into this Agreement, and that he has the capacity to enter into this Agreement.

5. Each party acknowledges and agrees that in signing this Agreement, that party is not relying on any promises or representations that are not expressly contained herein. This Agreement, in writing, constitutes the entire agreement of settlement and release between the parties, and there are no other agreements expanding or modifying its terms.

6. The parties agree that this Agreement constitutes the full and complete resolution of this issue.

7. The parties agree to promptly perform any additional acts required to affect their intentions to fully settle the disputes described above.

_____ _____

MATTHEW BANDY Date

_____ _____

GINA POTTER, SUPERINTENDENT Date

CURRICULUM AND INSTRUCTION

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: September 12, 2024

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

FROM:
Educational Services
Russell Little, Assistant Superintendent

☐ Informational
☒ Action

AGENDA ITEM: EDUCATIONAL FIELD TRIPS FOR SCHOOL YEAR 2024-25

BACKGROUND INFORMATION:

During school year 2024-25 students in grades Transitional Kindergarten to Eighth from all our schools will be participating in different educational field trips that will give students the opportunity to enrich their knowledge in the Common Core State Standards. All field trips will reinforce students' knowledge with pre and post activities.

Cost implications might include student and transportation fees, and these will vary according to the number of students and destination.

Each Principal submitted an Educational Field Trip Plan (see attachment) with detailed information about the field trips they will have this school year.

RECOMMENDATION:

Approve the educational field trips to different destinations for students in grades Transitional Kindergarten to Eighth from all schools during the 2024-25 school year. Student fees and transportation services will be covered from Fundraising, Donations, Museum Grants and the Supplemental and Concentration Fund as needed.

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 2024-2025 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

TBD	Fundraising, Donations, Grants and Supplemental & Concentration Funds
(Amount)	(Name of funding source and/or location)

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

Educational Field Trips for 2024-25

Destination	Grade(s)	Classes
La Mirada Elementary		
San Diego Zoo	TK - 6th Grades and SDC	All students in these grades
LEGOLAND	4th - 6th grade	All students in these grades
Biztown	4th - 6th grade	All students in these grades
Sea World	2nd, 3rd, 5th & 6th and SDC	All students in these grades
Air and Space Museum	5th & 6th Grade and SDC	All students in these grades
AMC Theater	2nd - 6th Grades and SDC	All students in these grades
Mission Trails Regional Park	3rd Grade classes & SDC	All students in this grade
The Old Globe	2nd and 3rd Grade	All students in these grades
Living Coast Discovery Center	TK - 2nd & 5th/6th Grades	All students in these grades
San Diego Natural History Museum	3rd Grade	All students in this grade
San Diego Children's Museum	TK -3rd Grade & SDC	All students in these grades
Knotts Berry Farm – Adventures in Education	2nd – 6th Grade	All students in these grades
San Diego Safari Park	TK - 6th Grades and SDC	All students in these grades
Oma's Pumpkin Patch, Lakeside	TK – 1st Grade & SDC	All students in these grades
Birch Aquarium	TK – 1st Grade & SDC	All students in these grades
Ocean View		
San Diego Zoo	K, 1st, 2nd & SpEd.	All Students in these grades
San Diego Sea World	2nd, 3rd, 5th & SpEd	All Students in these grades
Reuben H. Fleet Science Center	4th & 5th	All Students in these grades
LEGOLAND	2nd Grade	All Students in this grade
San Diego State University (SDSU)	5th Grade	All Students in this grade
University of CA San Diego (UCSD)	5th Grade	All Students in this grade
Indian Hills	4th Grade	All Students in this grade
San Diego County Parks	5th Grade	All Students in this grade
San Diego Wildlife Refuge	5th Grade	All Students in this grade
Natural History Museum	1st & 5th Grade	All Students in these grades
Museum of Us	1st & 5th Grade	All Students in these grades
Birch Aquarium	1st Grade	All Students in this grade
Smythe		
San Diego Zoo	K, 1st, 3rd - 6th & Sp.Ed.	All Students in these grades
AMC Theater	K, 1st, 4th, 5th & 6th Grade	All Students in these grades
Nature Center	2nd Grade	All Students in this grade
Vista Terrace Swimming Pool	4th, 5th & 6th Grade	All Students in these grades
San Diego Sea World	4th, 5th & 6th Grade	All Students in these grades
Old Town San Diego	4th & 5th Grade	All Students in these grades
Mission San Diego	4th & 5th Grade	All Students in these grades
Reuben H. Fleet Theater	4th, 5th & 6th Grade	All Students in these grades
Natural History Museum	4th & 5th Grade	All Students in these grades
Indian Hills, San Diego	4th Grade	All Students in this grade
LEGOLAND	5th Grade & Sp.Ed.	All Students in this grade
University of CA San Diego	6th Grade	All Students in this grade
Camp Cuyamaca	6th Grade	All Students in this grade
San Diego City Ballet	6th Grade	All Students in this grade
Museum of US	6th Grade	All Students in this grade
Birch Aquarium	6th Grade	All Students in this grade
Jump Around	6th Grade	All Students in this grade
Belmont Park	6th Grade	All Students in this grade
Pumpkin Patch	Special Ed. Students	All Student in this program
San Ysidro Middle		
San Diego Safari Park	7th & 8th Grade	100 students/ASB & AVID Club
Dave & Buster's	7th & 8th Grade & SpEd	100 students/ASB & AVID Club
Fleet Science Museum	7th & 8th Grade	50 students

San Ysidro Middle *(Cont.)*		
Bowlero, Chula Vista	7th & 8th Grade	50 students ASB & AVID Club
LEGOLAND	7th & 8th Grade	150 students-ASB/AVID Club & SpEd
Belmont Park	7th & 8th Grade	100 students-ASB/AVID Club & SpEd
SeaWorld	7th & 8th Grade	80 students
AMC Theater	7th & 8th Grade	160 students-ASB/AVID Club & SpEd
SDSU, USD, UCSD, PLNU	8th Grade	50 students - ASB/ & AVID Club
SWCC, MMCC, GCC	8th Grade	50 students - ASB/ & AVID Club
Aztec Lanes	7th & 8th Grade	50 students ASB & AVID Club
Sesame Place	7th & 8th Grade	50 students ASB & AVID Club
Old Town, San Diego	7th & 8th Grade	50 students ASB & AVID Club
Joan Kroc Center	7th & 8th Grade	50 students ASB & AVID Club
Japan's Round Bowling & Amusement	7th & 8th Grade	50 students ASB & AVID Club
Disneyland	7th & 8th Grade	50 students ASB & AVID Club
California Adventure	7th & 8th Grade	50 students ASB & AVID Club
Knott's Berry Farm	7th & 8th Grade	50 students ASB/AVID Club & SpEd
Universal Studios	7th & 8th Grade	50 students ASB & AVID Club
All (18) Museums in Balboa Park	7th & 8th Grade	50 students – History Classes
Medieval Times Dinner and Tournament	7th & 8th Grade	50 students – History Classes
San Diego Zoo	7th & 8th Grade	50 students – SpEd Classes
Six Flags	7th & 8th Grade	50 students – SpEd Classes
Balboa Park – All Museums	7th & 8th Grade	110 students – Journalism/PLTW & Art Classes
Petco Park for Padres Baseball Games	7th & 8th Grade	50 students
The Front Gallery	7th & 8th Grade	50 students – Journalism/PLTW, Photo Club & Art
Chicano Park	7th & 8th Grade	60 students – Art Classes
Washington, D.C.	8th Grade	TBA students/NY/DC Club
Sunset		
San Diego Sea World	Kinder – 6th Grade	All Students in these grades
San Diego Zoo	Kinder – 6th Grade	All Students in these grades
LEGOLAND	1st – 6th Grade	All Students in these grades
San Ysidro Library	Kinder – 6th Grade	All Students in these grades
Community Field Trip/McDonalds	2nd & 3rd Grade	All Students in these grades
USS Midway Museum	2nd – 6th Grade	All Students in these grades
Vista Terrace Swimming Pool	4th – 6th Grade	All Students in these grades
Museum of Man	4th – 6th Grade	All Students in these grades
Reuben H. Fleet Science Center	4th – 6th Grade	All Students in these grades
Sesame Place	2nd - 6th Grade	All Students in this grade
Camp Cuyamaca	6th Grade	78 students
Cabrillo National Monument	4th – 6th Grade	All Students in these grades
Natural History Museum	2nd - 6th Grade	All Students in this grade
San Diego Zoo Safari ParK	3rd - 6th Grade	All Students in this grade
Bates Nut Farm	Kindergarten	All Students in this grade
Pumpkin Patch, Bonita	Kindergarten	All Students in this grade
San Diego Fire Station	Kindergarten	All Students in this grade
Willow		
San Diego Zoo	K, 1st, 3rd, 5th & 6th Grade	All Students in these grades
San Diego SeaWorld	3rd, 4th, 5th & 6th Grade	All Students in these grades
AMC Theater	K, 1st, 3rd, 5th & 6th Grade	All Students in these grades
5th Grade Picnic	5th Grade	All Students in this grade
Natural History Museum	2nd, 3rd & 4th Grade	All Students in these grades
San Diego Safari Park	2nd & 3rd Grade	All Students in these grades
The New Children's Museum	1st & 2nd Grade	All Students in these grades
USS Midway Museum	2nd & 4th Grade	All Students in these grades
Knott's Berry Farm	RSP All Grades	All Students in these grades
Old Globe Theater	1st Grade	All Students in this grade
Cesar Chavez Park	1st & 5th Grade	All Students in these grades

Willow *(Cont.)*		
Reuben H. Fleet Science Center	1st Grade	All Students in this grade
Bowlero Bowling, Eastlake	6th Grade	All Students in this grade
Camp Cuyamaca	6th Grade	All Students in this grade
San Diego State University	6th Grade	All Students in this grade
Vista Del Mar Middle		
AMC Theater	7th & 8th Grade	AVID and students with good grades
Palm Promenade Shopping Center	SpEd classes	All SpEd students
Knotts Berry Farm	8th Grade	All students in this grade
San Diego SeaWorld	7th Grade	All students in this grade
Disneyland	7th & 8th Grade	ASB members
East Coast Field Trip, Washington & NY	8th Grade	TBD
San Diego State University	7th & 8th Grade	AVID students
University of California San Diego	7th & 8th Grade	AVID students
Cesar Solis Park	6th & 8th Grade	All students in these grades
San Diego Zoo	6th grade	All students in this grade

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: September 12, 2024

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

FROM:
Educational Services
Russell Little, Assistant Superintendent

☐ Informational
☒ Action

AGENDA ITEM: PURCHASE OF THE LAS LINKS ONLINE SUB-TEST ADMINISTRATION PACKAGE FROM DATA RECOGNITION CORPORATION (DRC)

BACKGROUND INFORMATION:
Data Recognition Corporation (DRC) is a service firm specializing in test and survey administration and processing. DRC has developed and implemented a robust and secure Remote Testing Plan for LAS Links Online (K-12) in English and Spanish. DRC's remote testing solution allows the LAS Links Online and preLAS assessments to retain three critical factors: reliability, validity, and security.

Students from Our Lady of Mount Carmel Private School have been identified as possible English Learners and need to be evaluated to determine their English Proficiency. The Educational Services Department is requesting approval to purchase the LAS Links Online Sub-Test Administration package from Data Recognition Corporation (DRC).

RECOMMENDATION:
Approve the purchase of the LAS Links Online Sub-Test Administration package from Data Recognition Corporation at the total cost of $1,598.35 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?	Are funds for this item available in the 2024-2025 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$1,598.35	General Fund
(Amount)	(Name of funding source and/or location)

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

DATA RECOGNITION DRC CORPORATION
FEIN: 41-1810970

QUOTATION

Quote No:	Q0015057	Quote Date:	08/21/2024

SEND SERVICE INQUIRIES TO:

P.O. BOX 398
HOPKINS, MN, 55343-0398
UNITED STATES
PHONE: 1-800-538-9547
FAX: 1-800-282-0266
shelfcustomerservice@datarecognitioncorp.com

Ship To Account: 9244904

Customer ID: 9244904

SHIP TO:	BILL TO:
SAN YSIDRO SCHOOL DIST 4350 Otay Mesa Rd San Ysidro, CA 92173-1617	SAN YSIDRO SCHOOL DIST 4350 OTAY MESA RD SAN YSIDRO, CA 92173-1617

Notes:

CUSTOMER P.O. NO.	TERMS	SHIP VIA	F.O.B. POINT
QUOTE	Net 30	UPS Ground	

ITEM NUMBER	ITEM DESCRIPTION	QTY	UNIT PRICE	DISC %	EXTENDED PRICE
C8761000	LAS LINKS ONLINE SUB TEST ADMIN 400-1000	140	6.95	0.00	973.00
C8987203	LLO HAND SCORING WR & SP & RD	33	18.95	0.00	625.35

DRC MATERIALS AND SERVICES PRICING VALID FOR 30 DAYS OR 12/31, WHICHEVER IS SOONER. STATE TAX AND SHIPPING CHARGES ARE SUBJECT TO CHANGE.

Merchandise Total	1,598.35
Shipping & Handling	0.00
Sales Tax	0.00
TOTAL	1,598.35

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: September 12, 2024

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

FROM:
Vista Del Mar Middle School
Irene Herrera-Cevallos, Principal

☐ Informational
☒ Action

AGENDA ITEM: LICENSE SUBSCRIPTIONS FOR VISTA DEL MAR MIDDLE SCHOOL

BACKGROUND INFORMATION:

Different license subscriptions are needed at Vista Del Mar Middle School (VDM) to improve student academic achievement and engagement in Math and other subjects:

- ***Edpuzzle*** allows students to view YouTube videos safely, with no access to inappropriate content. It is also a unique tool because its assessment feature tracks student progress, making it easy for teachers to differentiate their instruction.
- ***DeltaMath*** includes instructional videos, creation of online assessments, school admin portals, print to PDF, student upload of notes, integrations, and additional features.

The principal at Vista Del Mar Middle School is requesting approval to renew these license subscriptions to be used during the 2024-25 school year:

License subscription	Vendor	Price
• Unlimited Access to EdPuzzle Schoolwide license	EdPuzzle, Inc.	$2,380.00
• DeltaMath INTEGRAL Schoolwide license	DeltaMath Solutions, Inc.	$1,260.00
Total		$3,640.00

The term of these license subscriptions is one year.

RECOMMENDATION:

Approve/Ratify the renewal of two license subscriptions for Vista Del Mar Middle School at the total cost of $3,640.00 from the Title I 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	

$3,640.00	Title I fund
(Amount)	(Name of funding source and/or location)

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

edpuzzle

268 BUSH STREET #4422
SAN FRANCISCO, CA 94104
UNITED STATES

Bill To Name	Vista Del Mar Middle School	Quote Number	00072564
Bill To	4885 DEL SOL BLVD SAN DIEGO, CA 92154 US	Quote Created	4/15/2024
		Quote Expires	8/1/2024
		Prepared By	Amanda Dougher
		Email	amanda@edpuzzle.com

Product	Period	Item Description	Sales Price	Quantity	Total Price
Pro School	1 year	Unlimited access to Edpuzzle, school-wide.	$2,380.00	1.00	$2,380.00

Subtotal	$2,380.00
Grand Total	$2,380.00

FAQ's

Does Edpuzzle accept purchase orders?
Yes, we do! This quote can be used to generate a PO. If you need any other information or would prefer a credit card payment instead just let us know. We will get you set up with Pro within 24h of receiving the order.

What payment methods does Edpuzzle accept?
We accept credit card payments, checks, and direct deposits (wire transfers).

Can we use next year's funds this school year?
Yes! Send us your PO by June 30th and we can invoice you in July so that you can use next year's funds to purchase at this year's rates.

Terms & Conditions

(1) This quote is pre-tax, it doesn't include any local and/or state taxes. Applicable taxes may not be included in our invoice, and customer may be responsible for those taxes. If you are a tax exempt customer, please provide the applicable Tax Exempt Certificate document along with your purchase order.

(2) All spots from the license will expire at the end of the term, regardless of effective use or not.

(3) Each spot is assigned to one teacher and cannot be replaced by another teacher on a general basis.

(4) This agreement supplements EDpuzzle, Inc.'s Terms of Service (https://edpuzzle.com/terms) and Privacy Policy (https://edpuzzle.com/privacy), which shall rule provision of the service to the customer.

(5) This agreement will automatically renew at the end of each term for a further term of one (1) year unless either party gives the other written notice of termination at least thirty (30) days prior to the end of the relevant term.

DeltaMath Solutions Inc.
PO Box 23440
New York, NY 10087-3440
orders@deltamath.com

Quote

ADDRESS
Vista Del Mar
4885 Del Sol Blvd.
San Diego, CA 92154

QUOTE # 43954
DATE 08/08/2024

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	24-25 INTEGRAL School License	Schoolwide license for DeltaMath INTEGRAL, SY 24-25 for all teachers/students. Includes instructional videos, creation of online assessments, school admin portals, print to pdf, student upload of notes, integrations, and additional features.	1	1,260.00	1,260.00

Schools covered by this license:
Vista Del Mar

*Approximately 550 students

Please send PO's electronically to: orders@deltamath.com

W9: https://www.deltamath.com/files/w9.pdf

SUBTOTAL	1,260.00
TAX	0.00
TOTAL	**USD 1,260.00**

Accepted By

Accepted Date

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: September 12, 2024

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

FROM:
San Ysidro Middle School
Mairen Ruiz, Principal

☐ Informational
☒ Action

AGENDA ITEM: LICENSE SUBSCRIPTIONS FOR SAN YSIDRO MIDDLE SCHOOL

BACKGROUND INFORMATION:

Different license subscriptions are needed at San Ysidro Middle School (SYMS) to improve student academic achievement and engagement in Math and other subjects:

- DeltaMath allows all students to create a high engagement classroom environment with standards-based lessons.
- IXL is personalized learning online program with a comprehensive K-12 curriculum, individualized guidance, and real-time analytics and it meets the unique needs of each learner.
- Pear Assessment is a versatile platform that combines ease-of-use with the customization required to deploy common assessments at scale.

The principal at San Ysidro Middle School is requesting approval to renew these license subscriptions to be used during the 2024-25 school year:

License subscription	Vendor	Price
• DeltaMath INTEGRAL Schoolwide license	DeltaMath Solutions, Inc.	$1,260.00
• IXL Site License – Math, ELA, Science and Social Science	IXL Learning	$13,200.00
• Pear Assessment – SparkMath, SparkScience & Video Quiz	Limine, Inc.	$1,200.00
Total		$15,660.00

The term of these license subscriptions is one year.

RECOMMENDATION:

Approve/Ratify the renewal of three license subscriptions for San Ysidro Middle School at the total cost of $15,660.00 from the Title I 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 #

$15,660.00 (Amount)

Title I fund (Name of funding source and/or location)

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

DeltaMath Solutions Inc.
PO Box 23440
New York, NY 10087-3440
orders@deltamath.com

DeltaMath

Quote

ADDRESS
Mayura Vongsavath
San Ysidro Middle
4345 Otay Mesa Rd.
San Ysidro, CA 92173

QUOTE # 39018
DATE 04/15/2024

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	24-25 INTEGRAL School License	Schoolwide license for DeltaMath INTEGRAL, SY 24-25 for all teachers/students. Includes instructional videos, creation of online assessments, school admin portals, print to pdf, student upload of notes, integrations, and additional features.	1	1,260.00	1,260.00

Schools covered by this license:
San Ysidro Middle

*Approximately 550 students

Integrations: Clever

Please send PO's electronically to: orders@deltamath.com

W9: https://www.deltamath.com/files/w9.pdf

SUBTOTAL	1,260.00
TAX	0.00
TOTAL	**USD 1,260.00**

Accepted By

Accepted Date

RENEWAL QUOTE

IXL Learning
777 Mariners Island Blvd., Suite 600
San Mateo, CA 94404

QUOTE # 3396037-2024-001-5
DATE: APRIL 10, 2024

TO:
Mayura Vongsavath
San Ysidro Middle School
4345 Otay Mesa Rd
San Ysidro, CA 92173

COMMENTS OR SPECIAL INSTRUCTIONS

SALESPERSON	ACCOUNT #	RENEWAL PERIOD	QUOTE VALID UNTIL
Amanda Palumbo	A21-3396037	August 23, 2024 – August 23, 2025	August 23, 2024

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	IXL site license (Grades 7-8: 550 students) Subjects: Math, ELA, Science, and Social studies *K-8 math licenses include complimentary access to IXL's universal screener* *Unlimited instructor accounts included*	$13,200.00	$13,200.00
		SUBTOTAL	$13,200.00
		SALES TAX	--
		SHIPPING & HANDLING	--
		TOTAL DUE	$13,200.00

Ordering instructions

We accept payment by purchase order, check, or credit card. To submit a purchase order for this quote, click here or go to http://www.ixl.com/po-upload and enter quote # 3396037-2024-001-5. For international accounts, we can accept wire transfers for an additional fee.

Pear Assessment

Liminex, Inc.
DBA GoGuardian and Pear Deck Learning
2030 East Maple Ave, STE 100
El Segundo, CA 90245

Invoice Date
22 May 2024

Invoice Number
INV -9246

PO# REQ

Tax ID # 83-0526763

Questions?
Contact us:
support@assessment.peardeck.com
(888) 310-0410

San Ysidro Elementary School District (CA)

Description	Quantity	Unit Price	Discount	Amount USD
Access to Pear Assessment Teacher Premium Licenses for 12 months from activation date SAN YSIDRO MIDDLE Bookkeeper: mayura.vongsavath@sysdschools.org ***PLEASE PROVIDE TEACHER EMAILS FOR ACCESS TO SUBSCRIPTIONS***	5.00	125.00		625.00
SparkMath subscription for individual teacher ***PLEASE PROVIDE TEACHER EMAILS FOR ACCESS TO SUBSCRIPTIONS***	4.00	100.00		400.00
Access to SparkScience for 12 months from activation date ***PLEASE PROVIDE TEACHER EMAILS FOR ACCESS TO SUBSCRIPTIONS***	1.00	50.00		50.00
Video Quiz and AI Suite License ***PLEASE PROVIDE TEACHER EMAILS FOR ACCESS TO SUBSCRIPTIONS***	5.00	25.00		125.00

Invoice Total USD	1,200.00
Total Net Payments USD	0.00
Amount Due USD	**1,200.00**

Due Date: 21 Jun 2024

View and pay online now

For check remittances:

Please write check payable to Liminex, Inc. and mail to the lockbox below:
DEPT LA 24607

Registered Office: 2030 E Maple Ave, STE 100, El Segundo, CA, 90245, United States

Pasadena, CA 91185-4607
Please include the invoice number on the reference line.

We also accept EFT/wire transfers:
Silicon Valley Bank
SWIFT Code: SVBKUS6S
ABA Routing #: 121140399
Bank Account #: 3302414294
Account Name: Liminex, Inc.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: September 12, 2024

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

FROM:
La Mirada Elementary
Laura English, Principal

☐ Informational
☒ Action

AGENDA ITEM: LICENSE SUBSCRIPTIONS FOR LA MIRADA ELEMENTARY

BACKGROUND INFORMATION:

Different license subscriptions are needed at La Mirada Elementary to improve student academic achievement and engagement in Math, ELA, and other subjects:

- BrainPOP offers unlimited access to over one thousand standards-aligned topics to build background and deepen learning across La Mirada's curriculum, SEL-themed topics, and embedded creative and computational projects.
- IXL is personalized learning online program with a comprehensive K-12 curriculum, individualized guidance, and real-time analytics and it meets the unique needs of each learner.

The principal at La Mirada Elementary is requesting approval to renew these license subscriptions to be used during the 2024-25 school year:

License subscription	Vendor	Price
• BrainPOP School Combo Subscription	BrainPOP	$4,095.00
• IXL Site License – Math & ELA	IXL Learning	$2,700.00
Total		$6,795.00

The term of these license subscriptions is one year.

RECOMMENDATION:

Approve/Ratify the renewal of two license subscriptions for La Mirada Elementary School at the total cost of $6,795.00 from the Comprehensive Support and Improvement (CSI) 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 #

$6,795.00
(Amount)

Comprehensive Support and Improvement (CSI) fund
(Name of funding source and/or location)

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

BrainPOP

Issued By	Shannon Broach	Quote PDF (Created Date)	7/30/2024
Email	shannon.broach@brainpop.com	Quote Number	00083153
Phone	(212) 574-6125	Account Name	La Mirada Elementary School

Bill To Name	La Mirada Elementary School
Bill To	222 AVENIDA DE LA MADRID SAN YSIDRO, CA 92173 USA

Contact Name	Wendy Rodriguez	Email	wendy.rodriguez@sysdschools.org

Please Note: If the person listed above is not the primary contact for your subscription, please let us know.

Product Name	Quantity	Product Description	Sales Price	Subtotal
BrainPOP School Combo Subscription	1.00	School-wide subscription to BrainPOP and BrainPOP Jr. gives you full access to over 1,200 topics across the curriculum, including grade-level movies with Pause Points, quizzes, challenges, and creative learning tools. Also includes access to BrainPOP Español and BrainPOP Français.	USD 4,095.00	USD 4,095.00

Subtotal	USD 4,095.00
Grand Total	USD 4,095.00

Provisions

Access Recipient	Product	Access Start Date	Access End Date	Provision Price
La Mirada Elementary School	BrainPOP School Combo Subscription	8/30/2024	8/29/2025	USD 4,095.00

I accept the purchase of the items included herein. I understand that I will be invoiced for this order.

Name: _____ Authorized Signature: _____

Title: _____ Date: _____

*Please include any applicable tax exemption certificates for the school/district along with your order.

Quote valid for 90 days. All amounts listed are in USD. This subscription is governed by the Terms of Use and Privacy Policy posted on www.brainpop.com, as amended from time to time. By accepting this quote, you agree to these terms. Changes/modifications to the terms must be approved and signed by an authorized representative of BrainPOP. Terms and conditions submitted with any Purchase Order shall not apply to this subscription. If the Customer has a signed agreement with BrainPOP that is applicable to this subscription, then that agreement will apply.

Remit to BrainPOP Accounts Receivable PO BOX 28119 | New York, NY 10087-8119 | Fax 866-867-6629
Please make all checks payable to 'BrainPOP'. Email: purchaseorders@brainpop.com

RENEWAL QUOTE

IXL Learning
777 Mariners Island Blvd., Suite 600
San Mateo, CA 94404

QUOTE # 3736511-2024-001-4
DATE: APRIL 29, 2024

TO:
Wendy Rodriguez
La Mirada Elementary School
222 AVENIDA DE LA MADRID
SAN YSIDRO, CA 92173

COMMENTS OR SPECIAL INSTRUCTIONS

SALESPERSON	ACCOUNT #	RENEWAL PERIOD	QUOTE VALID UNTIL
Stephanie Souter	A22-3736511	April 29, 2024 – April 29, 2025	May 29, 2024

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	IXL site license (Grades K-6: 150 students) Subjects: Math and ELA *K-8 math licenses include complimentary access to IXL's universal screener* *Unlimited instructor accounts included*	$2,700.00	$2,700.00
		SUBTOTAL	$2,700.00
		SALES TAX	--
		SHIPPING & HANDLING	--
		TOTAL DUE	$2,700.00

Ordering instructions

We accept payment by purchase order, check, or credit card. To submit a purchase order for this quote, click here or go to http://www.ixl.com/po-upload and enter quote # 3736511-2024-001-4. For international accounts, we can accept wire transfers for an additional fee.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: September 12, 2024

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

FROM:
Educational Services,
Russell Little, 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 up for the September 12, 2024, Board meeting:

- 2025 CASCWA 88th Annual State Conference
- 8th Annual Wellness Together Conference
- ACSA – Every Child Counts Symposium
- Chronic Absenteeism Training
- CSNA Annual Conference
- Mental Health in Schools Collaborative
- NAEHCY Conference 2024
- PeopleSoft Absence Management (AM) Basic Training - Main Transaction Overview
- PeopleSoft Absence Management (AM) Basic Training - Processing Overview
- People Soft Time and Labor (TL) Basic Training – Processing Overview
- People Soft Time and Labor (TL) Basic Training – Rapid Time Excel-to-CI Tips
- People Soft Time and Labor (TL) Basic Training – Timesheet Screen Processing Overview
- Pupil Services Administrators Informational Meeting
- REBORDER 2024: Sixth Annual Binational Conference
- Sandford Autism Advocacy Group
- Section 504 Training
- South County Community Schools Collaborative Meeting
- Special Education Data Fall Roadshow 2024
- Supervisor of Attendance Certification
- Supporting Students with Interim Assessments – Shared Practices Webinar Series
- The 2024 Annual Summit on Student Engagement and Attendance

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?	Are funds for this item available in the 2024-2025 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

APPROXIMATE COST	
$27,390.20	General, Special Ed., KIT, Special Ed., and MAA Funds & Community Schools and Homeless Education Grants
(Amount)	(Name of funding source and/or location)

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

Professional Development Backup Information – September 12, 2024

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Veronica Medina, Adriana Garcia, Maida Gonsales, Marisela Gonzalez, Rodrigo Amezquita, Nirvana Bustos, Darlene Herbert	2025 CASCWA 88th Annual State Conference	Anaheim, CA	April 28-30, 2025	$4,800.00	General Fund – Homeless Education Grant
Oscar Madera, Denise Villezcas, Rick Quintana, Karina Victorino	8th Annual Wellness Together Conference	Anaheim, CA	October 9-11, 2024	$6,000.00	MAA Fund
Oscar Madera, Rick Quintana, Denise Villezcas, Josefina Villegas	ACSA – Every Child Counts Symposium	San Diego	January 13-15, 2025	$4,000.00 (Registration fees, meals, mileage and parking)	Special Education Fund (SELPA will reimburse registration cost for 2 participants)
Veronica Medina	Chronic Absenteeism Training	Online	September 13, 2024	$0	N/A
Ana Bush Yesenia Charles 1 Lead (TBD)	CSNA Annual Conference	Sacramento, CA	November 13-16, 2024	$5,600.00 (Registration fees, lodging, meals, transportation & compensation)	KIT Fund
Karina Victorino	Mental Health in Schools Collaborative	Online	Sept. 20, 2024 Nov. 15, 2024 Feb. 28, 2025 April 25, 2025	$0	N/A
Maria Rodriguez, Veronica Medina	NAEHCY Conference 2024	Orlando, FL	November 16-19, 2024	$4,500.00	General Fund – Homeless Education Grant

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Manuel Bojorquez, Alexis Dircio, Yadira Diaz, Sara Almeida	PeopleSoft Absence Management (AM) Basic Training - Main Transaction Overview	Online	September 26, 2024	$0	N/A
Manuel Bojorquez, Alexis Dircio, Yadira Diaz, Sara Almeida	PeopleSoft Absence Management (AM) Basic Training – Processing Overview	Online	August 29, 2024	$0	N/A
Manuel Bojorquez, Alexis Dircio, Yadira Diaz, Sara Almeida	PeopleSoft Time and Labor (TL) Basic Training - Processing Overview	Online	August 27, 2024	$0	N/A
Manuel Bojorquez, Alexis Dircio, Yadira Diaz, Sara Almeida	PeopleSoft Time and Labor (TL) Basic Training – Rapid Time Excel-to-CI Tips	Online	October 29, 2024	$0	N/A
Manuel Bojorquez, Alexis Dircio, Yadira Diaz, Sara Almeida	PeopleSoft Time and Labor (TL) Basic Training – Timesheet Screen Processing Overview	Online	September 24, 2024	$0	N/A
Veronica Medina	Pupil Services Administrators Informational Meeting	SDCOE	September 20, 2024	$40.20	General Fund – Homeless Education Grant
Luis Ramos, Adriana Aguilar, Sandra Guzman, Carolina Hernandez, Cynthia Mosqueda	REBORDER 2024: Sixth Annual Binational Conference	SDSU	October 15, 2024	$0	N/A

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Julie Pretzer, Matilde Diaz, Melissa Hendrick, Carmen Romero, Claudia Uribe	Sandford Autism Advocacy Group	Anaheim, CA	September 14, 2024	$1,400.00	Sp. Ed. Early Intervention Preschool Grant
Denise Villezcas	Section 504 Training	SDCOE	December 12, 2024	$175.00	General Fund
Russell Little, Manuel Bojorquez, Luis Ramos, Maria Rodriguez, Veronica Medina, Denisse Villezcas, Mairen Ruiz, Rebecca Bravo, Myrna Cerda, Efrain Burciaga, Katina de Leon, Eliud Lagarda, Elizabeth Gomez, Rodrigo Amezquita, Marisela Gonzalez, Darlene Hebert	South County Community Schools Collaborative Meeting	Chula Vista	September 11, 2024	$525.00	Community Schools Grant
Eugenia Teodoro	Special Education Data Fall Roadshow 2024	SDCOE	October 14, 2024	$0	N/A
Veronica Medina	Supervisor of Attendance Certification	Online	September 13, 2024	$0	N/A
Cesar Mercado	Supporting Students with Interim Assessments – Shared Practices Webinar Series	Online	September 17 & 24, 2024 October 1, 2024	$0	N/A

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Veronica Medina,	The 2024 Annual Summit on Student Engagement and Attendance	San Diego	November 21, 2024	$350.00	General Fund – Homeless Education Grant

BUSINESS

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: September 12, 2024

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: PURCHASING REPORT

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

Report #2 (August 1, 2024 through August 31, 2024): ▪ General Fund: 0000011928-0000011931, 0000011934-0000011936, 0000011938-0000011941, 0000011949-0000011951, 0000011953-0000011983, 0000011986, 0000011989-0000012003, 0000012006-0000012007, 0000012009-0000012023, 0000012029-0000012050, 0000012053-0000012059, 0000012063-0000012065, 0000012069-0000012075, 0000012078-0000012109, 0000012111-0000012117, 0000012119-0000012120, 0000012122-0000012125, 0000012127-0000012136, 0000012138-0000012144, 0000012146-0000012147 ▪ Child Development Fund: 0000011937, 0000011952, 0000012060-0000012062, 0000012076-0000012077, 0000012110, 0000012110, 0000012118, 0000012121, 0000012126 ▪ Child Nutrition Fund: 0000011932-0000011933, 0000012008, 0000012027-0000012028 ▪ Building Measure U Fund: 0000011926-0000011927, 0000011944-0000011945, 0000011948, 0000012024-0000012025, 0000012051-0000012052, 0000012066, 00000012068 ▪ Building Mearuse T Fund: 0000011985, 0000012004, 0000012026, 0000012067 ▪ Capital Facilities Fund: 0000011943, 0000011946-0000011947, 000000000011984, 0000012005, 0000012137

RECOMMENDATION:
Approve/Ratify the purchase orders incurred by the District during the month of August 2024.

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	

$63,817,886.60	As listed above
(Amount)	(Name of funding source and/or location)

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

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
8/1/2024	0000011928	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	619.92
8/1/2024	0000011929	004871	SOUTH BAY COMMUNITY SERVICES	PROFESSIONAL SERVICES	0100	6331000	5800010	050	520,000.00
8/1/2024	0000011930	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	554.32
8/1/2024	0000011931	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	1,409.19
8/1/2024	0000011934	0000001140	PEVO SPORTS CO	SCHOOL EQUIPMENT	0100	4127000	4400000	061	11,259.88
8/1/2024	0000011935	0000001141	SAN DIEGO PARTY RENTALS, INC	CONTRACTED SERVICES	0100	5630000	4300001	050	664.00
8/1/2024	0000011936	000809	OFFICE DEPOT	INSTTRUCTIONAL MATERIASL	0100	0000000	4300001	022	3,225.68
8/2/2024	0000011938	004678	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	0100	0000000	4300011	061	224.64
8/2/2024	0000011939	002771	SMART & FINAL	REFRESHMENTS	0100	0000000	4300015	012	1,000.00
8/2/2024	0000011940	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	1,042.04
8/2/2024	0000011941	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	1,336.81
8/5/2024	0000011949	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	406.47
8/5/2024	0000011950	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	594.62
8/5/2024	0000011951	002874	ACSA	MEMBERSHIP	0100	0000000	5300000	064	23,961.09
8/5/2024	0000011953	001643	ATKINSON, ANDELSON, LOYA, RUUD	LEGAL SERVICES	0100	0000000	5800002	063	3,399.38
8/5/2024	0000011954	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	636.27
8/5/2024	0000011955	001981	SAN DIEGO COUNTY SUPERINDENT	CONTRACED SERVICES	0100	4035000	5800010	061	10,665.00
8/5/2024	0000011956	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	631.60
8/5/2024	0000011957	0000000934	PACIFIC PURE WATER SYSTEMS LLC	CONTRACTED SERVICES	0100	0000000	5800010	071	775.80
8/5/2024	0000011958	0000000666	SAN DIEGO ORTHOPEDICS	MEDICAL SUPPLIES	0100	5630000	4300001	050	95.90
8/5/2024	0000011959	004164	N2Y INC	CONTRACTED SERVICES	0100	0490000	5800006	054	9,439.76
8/5/2024	0000011960	0000001142	KELLY GEE STRIPING	CONTRACTED SERVICES	0100	8150000	5600005	070	1,850.00
8/5/2024	0000011961	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	390.42
8/5/2024	0000011962	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	540.98
8/6/2024	0000011963	0000000671	IXL LEARNING INC.	CONTRACTED SERVICES	0100	3010000	4300001	012	2,700.00
8/6/2024	0000011964	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	224.56
8/6/2024	0000011965	001238	GOPHER SPORT	INSTRUCTIONAL MATERIALS	0100	4127000	4300000	061	586.60
8/6/2024	0000011966	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	271.50
8/6/2024	0000011967	0000001130	EPS OPERATIONS LLC	INSTRUCTIONAL MATERIALS	0100	0000000	4300001	024	2,549.66
8/6/2024	0000011968	0000000671	IXL LEARNING INC.	CONTRACTED SERVICES	0100	3010000	5800006	025	10,320.00
8/6/2024	0000011969	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	202.61
8/6/2024	0000011970	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	231.55
8/6/2024	0000011971	000258	PARADIGM HEALTHCARE SERVICES	PROFESSIONAL SERVICES	0100	0490000	5800010	054	6,000.00
8/6/2024	0000011972	000258	PARADIGM HEALTHCARE SERVICES	PROFESSIONAL SERVICES	0100	0490000	5800010	054	15,000.00
8/6/2024	0000011973	000258	PARADIGM HEALTHCARE SERVICES	PROFESSIONAL SERVICES	0100	0490000	5800010	054	6,390.00

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
8/6/2024	0000011974	003986	R&R CONTROLS INC	CONTRACTED SERVICES	0100	8150000	5600005	070	5,000.00
8/6/2024	0000011975	0000001034	SECURITAS TECHNOLOGY CORPORATION	CONTRACTED SERVICES	0100	8150000	5600005	070	5,000.00
8/6/2024	0000011976	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	763.82
8/6/2024	0000011977	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	553.15
8/6/2024	0000011978	0000000390	DANNIS WOLIVER KELLEY	LEGAL SERVICES	0100	0000000	5800150	054	50,000.00
8/6/2024	0000011979	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	616.11
8/6/2024	0000011980	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	538.29
8/6/2024	0000011981	0000001112	RENATE DAVERSA	CONTRACTED SERVICES	0100	0000000	5800010	064	1,000.00
8/6/2024	0000011982	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	698.20
8/6/2024	0000011983	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	442.85
8/7/2024	0000011986	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	407.09
8/7/2024	0000011989	003722	PEARSON	INSTRUCTIONAL MATERIALS	0100	6500000	4300003	054	15,268.25
8/7/2024	0000011990	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	592.81
8/7/2024	0000011991	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	8150000	4300011	070	344.28
8/7/2024	0000011992	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	1,120.89
8/7/2024	0000011993	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	596.63
8/7/2024	0000011994	000146	LAKESHORE	INSTRUCTIONAL MATERIALS	0100	5640000	4300000	054	10,800.00
8/7/2024	0000011995	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	388.36
8/7/2024	0000011996	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	387.05
8/7/2024	0000011997	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	633.42
8/7/2024	0000011998	0000000724	BorderLAN, Inc.	CONTRACTED SERVICES	0100	0000000	5800006	067	19,800.00
8/7/2024	0000011999	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	185.31
8/7/2024	0000012000	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	769.01
8/7/2024	0000012001	0000000559	OTAY COMMUNICATIONS LLC	CONTRACTED SERVICES	0100	0982000	5600005	074	1,530.87
8/7/2024	0000012002	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	472.18
8/7/2024	0000012003	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	485.50
8/8/2024	0000012006	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	365.86
8/8/2024	0000012007	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	363.18
8/8/2024	0000012009	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	502.70
8/8/2024	0000012010	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	4300001	025	2,087.33
8/8/2024	0000012011	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	239.48
8/8/2024	0000012012	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	212.83
8/8/2024	0000012013	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	498.52
8/8/2024	0000012014	004045	EDUPOINT EDUCATIONAL SYSTEMS	CONTRACTED SERVICES	0100	0000000	5800010	061	1,500.00
8/8/2024	0000012015	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	384.55

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
8/8/2024	0000012016	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	4300011	061	1,199.03
8/8/2024	0000012017	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	335.91
8/8/2024	0000012018	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	195.00
8/8/2024	0000012019	003934	ANYTIME SIGN SOLUTION, INC	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	378.08
8/9/2024	0000012020	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	132.86
8/9/2024	0000012021	003192	WALMART	INSTRUCTIONAL SUPPLIES	0100	0000000	4300000	025	500.00
8/9/2024	0000012022	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	508.43
8/9/2024	0000012023	004678	AMAZON CAPITAL SERVICES	INSTRUCTOINAL MATERIALS	0100	2600000	4300001	061	216.88
8/12/2024	0000012029	000809	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	018	3,608.39
8/12/2024	0000012030	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	1,114.89
8/12/2024	0000012031	001980	VELOCITY TRUCK CENTERS	CONTRACTED SERVICES	0100	0982000	5600005	074	2,571.77
8/12/2024	0000012032	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	200.77
8/12/2024	0000012033	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATEIRALS	0100	2600000	4300001	061	247.29
8/12/2024	0000012034	004678	AMAZON CAPITAL SERVICES	TECHNOLOGY SUPPLIES	0100	0000000	4300002	067	1,098.99
8/12/2024	0000012035	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	4300011	071	157.99
8/12/2024	0000012036	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	193.04
8/12/2024	0000012037	0000000910	SMASH MY TRASH	CONTRACTED SERVICES	0100	8150000	5600005	070	500.00
8/12/2024	0000012038	004918	BrainPOP LLC	INSTRUCTIONAL MATERIAL	0100	3182000	5800006	012	4,095.00
8/13/2024	0000012039	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	210.88
8/13/2024	0000012040	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	101.88
8/13/2024	0000012041	003292	STARFALL EDUCATION	INSTRUCTIONAL MATERIALS	0100	6500000	4300001	054	355.00
8/13/2024	0000012042	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	346.80
8/13/2024	0000012043	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0490000	4300011	054	2,317.16
8/13/2024	0000012044	004678	AMAZON CAPITAL SERVICES	INSTRUCIONAL MATERIALS	0100	2600000	4300001	061	511.04
8/13/2024	0000012045	001906	LEARNING A-Z	INSTRUCTIONAL MATERIALS	0100	0490000	5800006	054	132.00
8/13/2024	0000012046	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	716.10
8/13/2024	0000012047	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	6500000	4300011	054	420.49
8/13/2024	0000012048	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	248.01
8/13/2024	0000012049	004678	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	0100	0000000	4300011	061	489.92
8/13/2024	0000012050	0000000491	PANERA BREAD COMPANY	REFRESHMENTS	0100	0000000	4300015	050	1,000.00
8/14/2024	0000012053	004802	KYA SERVICES LLC	PROFESSIONAL SERVICES	0100	8150000	5600005	376	30,000.00
8/14/2024	0000012054	004802	KYA SERVICES LLC	PROFESSIONAL SERVICES	0100	8150000	5600005	324	18,000.00
8/14/2024	0000012055	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	6500000	4300001	054	2,109.09
8/14/2024	0000012056	0000000965	MURPHY PRINTING, INC.	CONTRACTED SERVICES	0100	0000000	5800010	071	15,942.63
8/14/2024	0000012057	001161	HOME DEPOT	MAINTENANCE EQUIPMENT	0100	8150000	4400000	070	699.30

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
8/15/2024	0000012058	004678	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	0100	0000000	4300001	016	808.13
8/15/2024	0000012059	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	0490000	4300001	054	239.29
8/15/2024	0000012063	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	4300001	012	1,313.41
8/15/2024	0000012064	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	0000000	4300001	012	1,540.99
8/16/2024	0000012065	003528	SOUTHWESTERN COLLEGE	MEDICAL MATERIALS	0100	0000000	4300010	050	72.00
8/16/2024	0000012069	0000001144	VANDERT CONSTRUCTION INC.	PROFESSIONAL SERVICES	0100	8150000	5600005	070	60,000.00
8/19/2024	0000012070	0000000467	PURCHASE POWER	CONTRACTED SERVICES	0100	0000000	5710000	071	20,000.00
8/19/2024	0000012071	0000001006	OPTIMIZON	CONTRACTED SERVICES	0100	0000000	5800010	071	17,500.00
8/19/2024	0000012072	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	4127000	4300000	061	347.26
8/19/2024	0000012073	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	0000000	4300011	061	643.24
8/19/2024	0000012074	001610	FIREHAWK	CONTRACTED SERVICES	0100	8150000	5600005	070	10,000.00
8/20/2024	0000012075	000548	NEXT DAY PRINTED TEES	CONTRACTED SERVICES	0100	0000000	4300011	064	110.93
8/21/2024	0000012078	002970	BIO CORPORATION	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	025	295.24
8/21/2024	0000012079	004742	ALBERTO CARLOS HERRERA	CONTRACTED SERVICES	0100	0300025	4300019	025	644.89
8/21/2024	0000012080	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	0000000	4300001	025	1,513.17
8/21/2024	0000012081	0000001012	MICHAEL FERGUSON	PROFESSIONAL SERVICES	0100	6500000	5800010	054	178,000.00
8/21/2024	0000012082	0000000545	ALLIANCE FOR AFRICAN ASSISTANCE	PROFESSIONAL SERVICES	0100	6500000	5800010	054	10,000.00
8/21/2024	0000012083	0000000864	TANYA KELLER	PROFESSIONAL SERVICES	0100	6500000	5800010	054	200,000.00
8/21/2024	0000012084	0000000860	THE MUSIC THERAPY CENTER OF CALIFORNIA	PROFESSIONAL SERVICES	0100	6500000	5800010	054	4,000.00
8/21/2024	0000012085	0000001016	CONNECT4KIDS PSYCHOLOGICAL SERVICES INC	PROFESSIONAL SERVICES	0100	6500000	5800010	054	10,000.00
8/21/2024	0000012086	0000000839	THE SPEECH PATHOLOGY GROUP, INC	PROFESSIONAL SERVICES	0100	6500000	5800010	054	450,000.00
8/21/2024	0000012087	0000000911	KYO AUTISM THERAPY, LLC	PROFESSIONAL SERVICES	0100	6500000	5800010	054	700,000.00
8/21/2024	0000012088	0000000952	BRIDGE THE GAP SPED, LLC	PROFESSIONAL SERVICES	0100	6500000	5800010	054	150,000.00
8/21/2024	0000012089	000691	THE INSTITUTE FOR EFFECTIVE	PROFESSIONAL SERVICES	0100	6500000	5800010	054	501,404.40
8/22/2024	0000012090	004678	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	0100	0000000	4300011	062	102.96
8/22/2024	0000012091	0000000761	EVERYDAY SPEECH LLC	INSTRUCTIONAL MATERIALS	0100	5640000	4300000	054	399.00
8/22/2024	0000012092	004678	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	0100	6546000	4300001	054	196.05
8/22/2024	0000012093	003722	PEARSON	INSTRUCTIONAL MATERIALS	0100	6500000	4300003	054	1,536.08
8/22/2024	0000012094	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	6500000	4300001	054	37.66
8/22/2024	0000012095	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	0490000	4300001	054	660.03
8/22/2024	0000012096	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	4300020	069	25,000.00
8/22/2024	0000012097	0000001148	PRISTINE REHAB CARE LLC	PROFESSIONAL SERVICES	0100	6500000	5800010	054	135,000.00
8/22/2024	0000012098	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	0490000	4300001	054	371.03
8/22/2024	0000012099	000136	WAXIE SANITARY SUPPLY	CUSTOIDAL - SUNSET	0100	0000000	4300020	069	25,000.00
8/22/2024	0000012100	003722	PEARSON	INSTRUCTIONAL MATERIALS	0100	6500000	4300003	054	303.05

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
8/22/2024	0000012101	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	4300001	024	2,087.33
8/22/2024	0000012102	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	4300020	069	25,000.00
8/22/2024	0000012103	002682	BENCHMARK EDUCATION COMPANY	INSTRUCTIONAL MATERIALS	0100	6762000	4100000	061	25,730.70
8/22/2024	0000012104	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	025	1,736.06
8/22/2024	0000012105	004601	SIR SPEEDY PRINTING 02890	OFFICE SUPPLIES	0100	0000000	4300011	025	53.88
8/22/2024	0000012106	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	4300020	069	50,000.00
8/23/2024	0000012107	002771	SMART & FINAL	REFRESHMENTS	0100	0300020	4300015	020	1,000.00
8/23/2024	0000012108	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	539.20
8/26/2024	0000012109	004871	SOUTH BAY COMMUNITY SERVICES	PROFESSIONAL SERVICES	0100	6266000	5800010	061	250,000.00
8/26/2024	0000012111	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	0000000	4300011	061	999.81
8/26/2024	0000012112	004678	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	0100	8150000	4300011	070	1,227.65
8/26/2024	0000012113	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	8150000	4300011	070	1,043.67
8/26/2024	0000012114	000778	SAFEWAY INC. -VONS DIVISION	REFRESHMENTS	0100	0490000	4300015	054	1,000.00
8/26/2024	0000012115	002037	PERMA BOUND PUB.	INSTRUCTIONAL MATERIALS	0100	3010000	4200000	025	216.88
8/26/2024	0000012116	004914	NEWSELA, INC	CONTRACTED SERVICES	0100	3010000	5800006	018	4,750.00
8/26/2024	0000012117	004678	AMAZON CAPITAL SERVICES	TECHNOLOGY SUPPLIES	0100	0000000	4300002	067	211.18
8/26/2024	0000012119	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	012	1,305.74
8/26/2024	0000012120	000809	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	022	3,669.10
8/26/2024	0000012122	004678	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	0100	0000000	4300001	018	89.43
8/27/2024	0000012123	002539	ZONAR SYSTEMS	TRANSPORTATION SUPPLIES	0100	0982000	4300060	074	2,101.13
8/27/2024	0000012124	002539	ZONAR SYSTEMS	MAINTENACE AGREEMENT	0100	0982000	5800006	074	10,616.86
8/27/2024	0000012125	0000000922	SUPERSONIC DETAILING INC	CONTRACTED SERVICES	0100	0982000	5600005	074	12,922.00
8/27/2024	0000012127	003311	SAN DIEGO COUNTY SUPERINTENDEN	REGISTRATION FESS	0100	4203000	5200003	061	500.00
8/27/2024	0000012128	0000000126	SAN DIEGO CENTER FOR VISION	PROFESSIONAL SERVICES	0100	6500000	5800010	054	5,000.00
8/27/2024	0000012129	004309	BEST BEST & KRIEGER LLP	LEGAL SERVICES	0100	0000000	5800002	063	7,063.20
8/27/2024	0000012129	004309	BEST BEST & KRIEGER LLP	LEGAL SERVICES	0100	0000000	5800002	071	2,338.10
8/27/2024	0000012130	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	0000000	4300001	024	753.94
8/27/2024	0000012131	0000001159	VARITRONICS, LLC	OFFICE SUPPLIES	0100	0000000	4300001	024	775.74
8/27/2024	0000012132	000336	MCGRAW-HILL	INSTRUCTIONAL MATERIALS	0100	6762000	4100000	061	4,144.38
8/27/2024	0000012133	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	0000000	4300001	022	479.63
8/27/2024	0000012134	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	0000000	4300000	025	404.04
8/28/2024	0000012135	0000001157	SPECIALIZED THERAPY SERVICES, INC	PROFESSIONAL SERVICES	0100	6500000	5800010	054	5,000.00
8/28/2024	0000012136	000778	SAFEWAY INC. -VONS DIVISION	REFRESHMENTS	0100	0000000	4300015	024	1,000.00
8/28/2024	0000012138	004678	AMAZON CAPITAL SERVICES	LIBRARY SUPPLIES	0100	0000000	4300000	024	1,050.98
8/28/2024	0000012139	001102	ORIENTAL TRADING COMPANY, INC.	OFFICE SUPPLIES	0100	0000000	4300011	064	216.83

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
8/28/2024	0000012140	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	4300020	069	25,000.00
8/29/2024	0000012141	0000000862	EINSTEIN BROS BAGELS	REFRESHMENTS	0100	0000000	4300015	064	2,000.00
8/29/2024	0000012142	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	651.87
8/29/2024	0000012143	002682	BENCHMARK EDUCATION COMPANY	INSTRUCTIONAL MATERIALS	0100	6762000	4100000	061	15,623.75
8/29/2024	0000012144	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	112.04
8/30/2024	0000012146	0000000760	CAL PACIFIC TRUCK CENTER ,LLC	CONTRACTED SERVICES	0100	0982000	5600005	074	3,938.41
8/30/2024	0000012147	004678	AMAZON CAPITAL SERVICES	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	23.15
							Total for 0100		**3,834,018.88**
8/2/2024	0000011937	000146	LAKESHORE	INSTRUCTIONAL MATERIALS	1200	6105000	4300001	076	2,921.45
8/5/2024	0000011952	0000000797	LEARNING GENIE INC.	CONTRACTED SERVICES	1200	6105000	5800006	076	6,737.50
8/15/2024	0000012060	000809	OFFICE DEPOT	OFFICE SUPPLIES	1200	6105000	4300001	076	369.18
8/15/2024	0000012061	000146	LAKESHORE	INSTRUCTIONAL MATERIALS	1200	6105000	4300001	076	5,722.29
8/15/2024	0000012062	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	1200	5210000	4300001	076	3,967.96
8/20/2024	0000012076	003192	WALMART	INSTRUCTIONAL SUPPLIES	1200	6105000	4300001	076	5,000.00
8/20/2024	0000012077	000778	SAFEWAY INC. -VONS DIVISION	REFRESHMENTS	1200	0300120	4300015	076	1,000.00
8/26/2024	0000012110	004678	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	1200	6105000	4300001	076	248.43
8/26/2024	0000012118	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	1200	5210000	4300001	076	1,196.29
8/26/2024	0000012121	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	1200	6105000	4300001	076	2,820.88
8/27/2024	0000012126	000809	OFFICE DEPOT	OFFICE SUPPLIES	1200	5210000	4300001	076	910.80
							Total for 1200		**30,894.78**
8/1/2024	0000011932	0000000547	INDUSTRIAL ELECTRIC	CONTRACTED SERVICES	1300	7032000	5600000	085	20,000.00
8/1/2024	0000011933	003524	ACE COOLERS INC	CONTRACTED SERVICES	1300	7032000	5600000	085	45,000.00
8/8/2024	0000012008	0000001102	HALLOCK DERICKSON DAVIS	CAFETERIA FOODS	1300	5310000	4700001	085	1,384.25
8/12/2024	0000012027	000809	OFFICE DEPOT	OFFICE SUPPLIES	1300	5310000	4300011	085	627.66
8/12/2024	0000012028	004678	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	1300	5310000	4300011	085	527.93
							Total for 1300		**67,539.84**
8/1/2024	0000011926	0000000243	COLBI TECHNOLOGIES, INC	CONTRACTED SERVICES	2133	9010300	6200050	380	600,000.00
8/1/2024	0000011927	0000000243	COLBI TECHNOLOGIES, INC	CONTRACTED SERVICES	2133	9010300	6200050	300	3,500.00
8/5/2024	0000011944	0000000243	COLBI TECHNOLOGIES, INC	PROFESSIONAL SERVICES	2133	9010300	6200050	300	35,000.00

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
8/5/2024	0000011945	0000001137	TWINING CONSULTING, INC	PROFESSIONAL SERVICES	2133	9010312	6200080	320	42,500.00
8/5/2024	0000011948	0000001136	VITAL INSPECTION SERVICES INC.	PROFESSIONAL SERVICES	2133	9010312	6200090	320	64,680.00
8/9/2024	0000012024	0000001143	GAFCON PM-CM LLC	CONTRACTED SERVICES	2133	9010305	6200076	311	264,945.00
8/9/2024	0000012025	0000001143	GAFCON PM-CM LLC	CONTRACTED SERVICES	2133	9010314	6200076	322	493,217.00
8/14/2024	0000012051	0000001063	SWS ENGINEERING, INC	PROFESSIONAL SERVICES	2133	9010314	6200040	322	48,700.00
8/14/2024	0000012052	0000001063	SWS ENGINEERING, INC	PROFESSIONAL SERVICES	2133	9010305	6200040	011	6,500.00
8/16/2024	0000012066	0000001146	BARNHART-REESE CONSTRUCTION, INC.	PROFESSIONAL SERVICES	2133	9010305	6200070	311	18,304,611.00
8/16/2024	0000012068	0000001145	CORE WEST, INC.	PROFESSIONAL SERVICES	2133	9010314	6200070	322	38,555,532.00
							Total for 2133		**58,419,185.00**
8/7/2024	0000011985	0000000223	NINYO & MOORE	PROFESSIONAL SERVICES	2139	9010327	6200080	318	3,321.20
8/8/2024	0000012004	0000001039	W2W SPORT	PROFESSIONAL SERVICES	2139	9010327	6200076	318	737,103.56
8/12/2024	0000012026	0000000335	QUALITY CONTROL CONSULTANTS, INC.	PROFESSIONAL SERVICES	2139	9010327	6200090	318	3,200.00
8/16/2024	0000012067	0000001147	IDS GROUP, INC	PROFESSIONAL SERVICES	2139	9010315	6100040	376	31,690.00
							Total for 2139		**775,314.76**
8/5/2024	0000011943	0000001139	GQ BUILDERS, INC.	PROFESSIONAL SERVICES	2518	9010501	6200070	324	652,726.94
8/5/2024	0000011946	0000001136	VITAL INSPECTION SERVICES INC.	PROFESSIONAL SERVICES	2518	9010501	6200090	324	15,400.00
8/5/2024	0000011947	0000001136	VITAL INSPECTION SERVICES INC.	PROFESSIONAL SERVICES	2518	9010501	6200090	324	6,160.00
8/7/2024	0000011984	0000000223	NINYO & MOORE	PROFESSIONAL SERVICES	2518	9010501	6200080	324	3,079.40
8/8/2024	0000012005	0000000223	NINYO & MOORE	PROFESSIONAL SERVICES	2518	9010501	6200080	324	7,967.00
8/28/2024	0000012137	0000001111	AMERICAN MODULAR SYSTEMS INC	CONTRACTED SERVICES	2518	9010501	6200076	324	5,600.00
							Total for 2518		**690,933.34**
							Grand Total		**63,817,886.60**

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board **BOARD MEETING DATE:** September 12, 2024

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 August 1, 2024 through August 31, 2024 with checks #14-183716 through #14-193493 for a total expenditure of $2,085,543.00 from the following sources:

General Fund - $1,704,863.38
Child Development Fund- $32,794.47
Child Nutrition Fund - $81,158.82
Building Fund Prop - $234,844.90
Capital Facilities Fund- $31,881.43

RECOMMENDATION:
Approve/Ratify the expenditures incurred by the District during the month of August 2024.

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	

$2,085,543.00	Various (see above)
(Amount)	(Name of funding source and/or location)

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

Expenditure Report
8/1/2024-8/31/2024

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14183716	ESTRELLITA	8/1/2024	$ 2,290.18	0100	INSTRUCTIONAL MATERIALS
14183717	P.I.P.S.	8/1/2024	$ 85,633.83	0100	PROFESSIONAL SERVICES
14183718	SCHOOLMATE	8/1/2024	$ 648.94	0100	INSTRUCTIONAL MATERIALS
14183719	KEENAN & ASSOCIATES	8/1/2024	$ 2,869.25	0100	PROFESSIONAL SERVICES
14183720	TEACHER CREATED MATERIALS, INC	8/1/2024	$ 4,359.53	0100	INSTRUCTIONAL MATERIALS
14183721	AMPLIFY EDUCATION INC.	8/1/2024	$ 40,678.70	0100	INSTRUCTIONAL MATERIALS
14183722	EXPLORE LEARNING, LLC	8/1/2024	$ 5,603.40	0100	CONTRACTED SERVICES
14183723	CRISTINA INZUNZA	8/1/2024	$ 170.21	0100	REIMBURSEMENT
14183725	SCHOLASTIC , INC	8/1/2024	$ 8,843.20	0100	NSTRUCTIONAL MATERIALS
14183726	GOPHER SPORT	8/1/2024	$ 4,489.19	0100	INSTRUCTIONAL MATERIALS
14183727	REPUBLIC SERVICES	8/1/2024	$ 30,267.29	0100	UTILITIES
14183728	CALIFORNIA DEPT. OF JUSTICE	8/1/2024	$ 343.00	0100	CONTRACTED SERVICES
14183729	PERMA BOUND PUB.	8/1/2024	$ 19,819.70	0100	INSTRUCTIONAL MATERIALS
14183730	AT&T	8/1/2024	$ 7,778.88	0100	UTILITIES
14183731	PRINT TO MAIL DOCUMENT SYSTEM	8/1/2024	$ 547.37	0100	OFFICE SUPPLIES
14183732	TEAMTALK NETWORK	8/1/2024	$ 437.58	0100	CONTRACTED SERVICES
14183733	ANYTIME SIGN SOLUTION, INC	8/1/2024	$ 503.38	0100	CONTRACTED SERVICES
14183734	FOLLETT SCHOOL SOLUTIONS,INC	8/1/2024	$ 9,760.75	0100	CONTRACTED SERVICES
14184821	ZASUETA CONTRACTING, INC	8/5/2024	$ 15,209.00	0100	CONTRACTED SERVICES
14184822	HORIZON DISTRIBUTORS	8/5/2024	$ 830.19	0100	GROUNDS SUPPLIES
14184823	FRANK VILLALVA JR.	8/5/2024	$ 1,407.00	0100	PROFESSIONAL SERVICES
14184824	T-MOBILE	8/5/2024	$ 3,151.24	0100	CONTRACTED SERVICES
14184825	SIGNA DIGITAL SOLUTIONS, INC	8/5/2024	$ 8,904.98	0100	CONTRACTED SERVICES
14184826	AMN HEALTHCARE	8/5/2024	$ 2,731.52	0100	PROFESSIONAL SERVICES
14184827	KONE INC	8/5/2024	$ 11,762.01	0100	CONTRACTED SERVICES
14184828	SMART & FINAL	8/5/2024	$ 433.05	0100	REFRESHMENTS
14184829	GYM CLOSET	8/5/2024	$ 1,308.79	0100	INSTRUCTIONAL MATERIALS
14184830	WALMART	8/5/2024	$ 463.09	0100	INSTRUCTIONAL MATERIALS
14184831	AMAZON CAPITAL SERVICES	8/5/2024	$ 11,365.35	0100	INSTRUCTIONAL MATERIALS
14185922	PROJECT LEAD THE WAY INC	8/8/2024	$ 10,505.63	0100	INSTRUCTIONAL MATERIALS
14185923	DATEL SYSTEMS INCORPORATED	8/8/2024	$ 7,682.88	0100	MAINTENANCE EQUIPMENT
14185924	DAILY JOURNAL CORPORATION	8/8/2024	$ 49.00	0100	CONTRACTED SERVICES
14185925	CAPITOL ADVISORS GROUP, LLC	8/8/2024	$ 2,000.00	0100	PRFESSIONAL SERVICES
14185926	AARDVARK ANT & PEST CONTROL INC.	8/8/2024	$ 2,217.00	0100	CONTRACTED SERVICES
14185927	PARKHOUSE TIRE INC	8/8/2024	$ 1,817.70	0100	TRANSPORTATION SUPPLIES
14185928	ANIXTER INC.	8/8/2024	$ 229.98	0100	MAINTENANCE SUPPLIES
14185930	PATHWAY COMMUNICATIONS LTD	8/8/2024	$ 6,021.11	0100	TECHNOLOGY SUPPLIES
14185931	IXL LEARNING INC.	8/8/2024	$ 11,295.00	0100	CONTRACTED SERVICES
14185932	FOUNDATION BUILDING MATERIALS LLC	8/8/2024	$ 821.10	0100	MAINTENANCE SUPPLIES

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14185933	THE SPEECH PATHOLOGY GROUP, INC	8/8/2024	$ 10,811.20	0100	PROFESSIONAL SERVICES
14185934	EMILY N STEWART CONSULTING	8/8/2024	$ 2,000.00	0100	CONTRACTED SERVICES
14185935	SELF & MATCH EDUCATION	8/8/2024	$ 9,253.75	0100	CONTRACTED SERVICES
14185936	NATIONAL CITY TROPHY	8/8/2024	$ 478.51	0100	OFFICE SUPPLIES
14185937	PACIFIC PURE WATER SYSTEMS LLC	8/8/2024	$ 64.65	0100	CONTRACTED SERVICES
14185938	GREGORY SHERMAN	8/8/2024	$ 550.26	0100	REIMBURSEMENT
14185939	JACQUES PAVING, INC	8/8/2024	$ 3,400.00	0100	CONTRACTED SERVICES
14185940	EPS OPERATIONS LLC	8/8/2024	$ 2,759.67	0100	INSTRUCTIONAL MATERIALS
14185941	3RD MILLENNIUM CLASSROOMS	8/8/2024	$ 2,500.00	0100	CONTRACTED SERVICES
14185942	LAKESHORE	8/8/2024	$ 8,227.88	0100	INSTRUCTIONAL MATERIAL
14185943	COURTNEY TIRE SERVICE	8/8/2024	$ 550.94	0100	CONTRACTED SERVICES
14185944	NEXT DAY PRINTED TEES	8/8/2024	$ 9,882.34	0100	OFFICE MATERIALS
14185946	EWING IRRIGATION	8/8/2024	$ 3,020.00	0100	GROUNDS SUPPLIES
14185947	COMMON GOAL SYSTEM	8/8/2024	$ 8,546.12	0100	CONTRACTED SERVICES
14185948	WILLIAM V. MAC GILL & CO.	8/8/2024	$ 534.81	0100	MEDICAL SUPPLIES
14185949	RCP BLOCK & BRICK	8/8/2024	$ 28.22	0100	GROUNDS SUPPLIES
14185950	WILLYS ELECTRONIC SUPPLY CO.	8/8/2024	$ 1,045.77	0100	TECHNOLOGY SUPPLIES
14185951	VELOCITY TRUCK CENTERS	8/8/2024	$ 601.24	0100	CONTRACTED SERVICES
14185952	A-Z BUS SALES, INC.	8/8/2024	$ 1,177.48	0100	CONTRACTED SERVICES
14185953	NAPA AUTO PARTS	8/8/2024	$ 241.26	0100	TRANSPORTATION SUPPLIES
14185955	OPTIMUM FLOORCARE	8/8/2024	$ 45.61	0100	GROUNDS SUPPLIES
14185956	RUSSELL SIGLER, INC	8/8/2024	$ 288.31	0100	MAINTENANCE SUPPLIES
14185958	FOLLETT SCHOOL SOLUTIONS,INC	8/8/2024	$ 2,475.90	0100	INSTRUCTIONAL MATERIALS
14185959	AMAZON CAPITAL SERVICES	8/8/2024	$ 4,355.57	0100	INSTRUCTIONAL MATERIALS
14185960	WHOLESALE SCHOOLWEAR, INC.	8/8/2024	$ 20,862.00	0100	UNIFORMS
14185961	TIME AND ALARM SYSTEMS	8/8/2024	$ 493.00	0100	CONTRACTED SERVICES
14185962	SPARKLETTS	8/8/2024	$ 250.27	0100	CONTRACTED SERVICES
14185963	FLYERS ENERGY	8/8/2024	$ 1,077.21	0100	TRANSPORTATION DIESEL
14185964	TEACHER SYNERGY LLC	8/8/2024	$ 4,125.00	0100	CONTRACTED SERVICES
14187051	CORODATA RECORDS MANAGEMENT, INC.	8/12/2024	$ 197.71	0100	CONTRACTED SERVICES
14187052	GLORIA MENA	8/12/2024	$ 172.21	0100	REIMBURSEMENT
14187053	SAN DIEGO ORTHOPEDICS	8/12/2024	$ 96.78	0100	MEDICAL SUPPLIES
14187054	BorderLAN, Inc.	8/12/2024	$ 19,800.00	0100	CONTRACTED SERVICES
14187055	C&C GLASS	8/12/2024	$ 960.00	0100	MAINTENANCE SUPPLIES
14187056	EPS OPERATIONS LLC	8/12/2024	$ 1,328.57	0100	INSTRUCTIONAL MATERIALS
14187057	HARMONY HOME MEDICAL, INC	8/12/2024	$ 3,624.78	0100	TRANSPORTATION EQUIPMENT
14187058	SOFT SKILLS AHA	8/12/2024	$ 300.00	0100	LICENSING FEES
14187059	ELIUD LAGARDA	8/12/2024	$ 2,000.00	0100	REIMBURSEMENT
14187060	OFFICE DEPOT	8/12/2024	$ 4,826.25	0100	OFFICE SUPPLIES

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14187061	EL TAPATIO CATERING	8/12/2024	$ 582.75	0100	CONTRACTED SERVICES
14187062	PRO POWER	8/12/2024	$ 470.70	0100	GROUNDS SUPPLIES
14187063	SIR SPEEDY PRINTING 02890	8/12/2024	$ 624.95	0100	OFFICE MATERIALS
14187064	AMAZON CAPITAL SERVICES	8/12/2024	$ 684.80	0100	MAINTENANCE SUPPLIES
14187065	XEROX CORPORATION	8/12/2024	$ 7,501.28	0100	CONTRACTED SERVICES
14188457	ABIGAIL MIRAMONTES	8/15/2024	$ 2,000.00	0100	CONTRACTED SERVICES
14188459	LAKESHORE	8/15/2024	$ 117,049.09	0100	INSTRUCTIONAL MATERIALS
14188460	CALIFORNIA ELECTRIC SUPPLY	8/15/2024	$ 5,550.57	0100	MAINTENANCE SUPPLIES
14188461	AMAZON CAPITAL SERVICES	8/15/2024	$ 1,577.96	0100	PUBLICATION SUPPLIES
14189828	BEE BEST BEE REMOVAL, INC	8/19/2024	$ 699.00	0100	CONTRACTED SERVICES
14189829	MURPHY PRINTING, INC.	8/19/2024	$ 15,942.63	0100	CONTRACTED SERVICES
14189830	CDE,CASHIER'S OFFICE	8/19/2024	$ 723.96	0100	CONTRACTED SERVICES
14191069	PURCHASE POWER	8/22/2024	$ 3,147.77	0100	CONTRACTED SERVICES
14191070	PANERA BREAD COMPANY	8/22/2024	$ 887.04	0100	REFRESHMENTS
14191071	FRANK VILLALVA JR.	8/22/2024	$ 1,750.00	0100	PROFESSIONAL SERVICES
14191072	POLAR ELECTRICAL COMPANY	8/22/2024	$ 24,568.93	0100	CONTRACTED SERVICES
14191073	SO-CAL RATTLESNAKE REMOVAL	8/22/2024	$ 1,750.00	0100	CONTRACTED SERVICES
14191074	GATEAWAY EDUCATION HOLDINGS	8/22/2024	$ 590,135.98	0100	INSTRUCTIONAL MATERIALS
14191077	OFFICE DEPOT	8/22/2024	$ 3,524.87	0100	OFFICE SUPPLIES
14191078	HOME DEPOT	8/22/2024	$ 7,559.37	0100	MAINTENANCE SUPPLIES
14191079	PITNEY BOWES	8/22/2024	$ 449.95	0100	CONTRACTED SERVICES
14191080	FIREHAWK	8/22/2024	$ 8,318.02	0100	CONTRACTED SERVICES
14191081	COOLE SCHOOL	8/22/2024	$ 3,621.97	0100	INSTRUCTIONAL MATERIALS
14191082	BENCHMARK EDUCATION COMPANY	8/22/2024	$ 127,929.77	0100	INSTRUCTIONAL MATERIALS
14191084	SPARKLETTS	8/22/2024	$ 550.20	0100	CONTRACTED SERVICES
14192295	STEVEN V. BERRY	8/26/2024	$ 5,389.20	0100	OFFICE MATERIALS
14192299	MICHAEL FERGUSON	8/26/2024	$ 5,520.00	0100	PROFESSIONAL SERVICES
14192301	SAN DIEGO GAS & ELECTRIC	8/26/2024	$ 94,222.88	0100	UTILITIES
14192302	AMAZON CAPITAL SERVICES	8/26/2024	$ 8,488.59	0100	INSTRUCTIONAL MATERIALS
14193478	WILLIAM H. SADLIER, INC	8/29/2024	$ 4,072.93	0100	INSTRUCTIONAL MATERIALS

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14193479	VECTOR USA	8/29/2024	$ 9,863.93	0100	PROFESSIONAL SERVICES
14193481	WINET PATRICK GAYER CREIGHTON	8/29/2024	$ 5,259.40	0100	LEGAL SERVICES
14193482	HORIZON DISTRIBUTORS	8/29/2024	$ 646.47	0100	CUSTODIAL SUPPLIES
14193483	CAPITOL ADVISORS GROUP, LLC	8/29/2024	$ 2,000.00	0100	PRFESSIONAL SERVICES
14193484	ALEJANDRA RODRIGUEZ	8/29/2024	$ 115.25	0100	REIMBURSEMENT
14193485	WEX BANK	8/29/2024	$ 4,760.12	0100	CONTRACTED SERVICES
14193486	IXL LEARNING INC.	8/29/2024	$ 13,020.00	0100	CONTRACTED SERVICES
14193487	SMASH MY TRASH	8/29/2024	$ 500.00	0100	CONTRACTED SERVICES
14193488	SUPERSONIC DETAILING INC	8/29/2024	$ 2,436.00	0100	CONTRACTED SERVICES
14193489	PACIFIC PURE WATER SYSTEMS LLC	8/29/2024	$ 64.65	0100	CONTRACTED SERVICES
14193491	CANON FINANCIAL SERVICES, INC	8/29/2024	$ 7,102.69	0100	CONTRACTED SERVICES
14193492	MATHEW BANDY	8/29/2024	$ 165.32	0100	REIMBURSEMENT
14193494	SAN DIEGO PARTY RENTALS, INC	8/29/2024	$ 664.00	0100	CONTRACTED SERVICES
14193496	MARISSA STILLIE	8/29/2024	$ 62.95	0100	REIMBURSEMENT
14193497	CITY TREASURER	8/29/2024	$ 18,121.38	0100	UTILITIES
14193498	CYNTHIA ARREDONDO	8/29/2024	$ 101.02	0100	REIMBURSEMENT
14193500	PARADIGM HEALTHCARE SERVICES	8/29/2024	$ 532.50	0100	PROFESSIONAL SERVICES
14193501	CURRICULUM ASSOC. INC.	8/29/2024	$ 39,475.58	0100	INSTRUCTIONAL MATERIALS
14193502	SOUTH BAY FENCE, INC.	8/29/2024	$ 54.48	0100	MAINTENANCE SUPPLIES
14193503	CAROLINA HERNANDEZ	8/29/2024	$ 16.08	0100	MILEAGE
14193504	CALIFORNIA DEPT. OF JUSTICE	8/29/2024	$ 441.00	0100	CONTRACTED SERVICES
14193505	RANCHO SAN DIEGO NURSERY INC	8/29/2024	$ 293.76	0100	GROUNDS SUPPLIES
14193506	ATKINSON, ANDELSON, LOYA, RUUD	8/29/2024	$ 3,399.38	0100	LEGAL SERVICES
14193507	COOLE SCHOOL	8/29/2024	$ 1,729.35	0100	INSTRUCTIONAL MATERIALS
14193508	ACSA	8/29/2024	$ 23,960.85	0100	MEMBERSHIP
14193510	SAN DIEGO COUNTY SUPERINTENDEN	8/29/2024	$ 500.00	0100	REGISTRATION FESS
14193511	SOUTHWESTERN COLLEGE	8/29/2024	$ 72.00	0100	MEDICAL MATERIALS
14193512	TEAMTALK NETWORK	8/29/2024	$ 437.58	0100	CONTRACTED SERVICES
14193513	ANYTIME SIGN SOLUTION, INC	8/29/2024	$ 380.80	0100	INSTRUCTIONAL MATERIALS
14193514	R&R CONTROLS INC	8/29/2024	$ 1,595.85	0100	CONTRACTED SERVICES
14193515	OPTIMUM FLOORCARE	8/29/2024	$ 161.80	0100	CUSTODIAL MATERIALS
14193516	N2Y INC	8/29/2024	$ 9,439.76	0100	CONTRACTED SERVICES
14193517	TRANE U.S. INC	8/29/2024	$ 187.18	0100	MAINTENANCE SUPPLIES
14193518	FOLLETT SCHOOL SOLUTIONS,INC	8/29/2024	$ 3,021.60	0100	LIBRARY SUPPLIES
14193519	AMAZON CAPITAL SERVICES	8/29/2024	$ 16,982.53	0100	INSTRUCTIONAL MATERIALS
14193522	PLATINUM PARTY RENTALS	8/29/2024	$ 3,125.09	0100	CONTRACTED SERVICES
14193523	THE COLLEGE BOARD	8/29/2024	$ 26,579.60	0100	INSTRUCTIONAL MATERIALS
14193524	BrainPOP LLC	8/29/2024	$ 4,095.00	0100	INSTRUCTIONAL MATERIAL
Toatal Fund 01			**$ 1,704,863.38**		

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14184831	AMAZON CAPITAL SERVICES	8/5/2024	$ 365.57	1200	INSTRUCTIONAL MATERIALS
14184831	AMAZON CAPITAL SERVICES	8/5/2024	$ 1,553.47	1200	INSTRUCTIONAL MATERIALS
14193499	LAKESHORE	8/29/2024	$ 30,875.43	1200	INSTRUCTIONAL MATERIALS
Total Fund 12			**$ 32,794.47**		
14184830	WALMART	8/5/2024	$ 41.63	1300	CAFETERIA SUPPLIES
14184831	AMAZON CAPITAL SERVICES	8/5/2024	$ 691.24	1300	CAFETERIA SUPPLIES
14185929	SYSCO SAN DIEGO INC.	8/8/2024	$ 380.25	1300	CAFETERIA FOODS
14185954	EL TAPATIO CATERING	8/8/2024	$ 448.25	1300	CATERING REFRESHMENTS
14187060	OFFICE DEPOT	8/12/2024	$ 1,890.71	1300	OFFICE SUPPLIES
14188458	HALLOCK DERICKSON DAVIS	8/15/2024	$ 1,384.25	1300	CAFETERIA FOODS
14191068	GOLD STAR FOODS	8/22/2024	$ 47,588.60	1300	CAFETERIA FOODS
14191075	IMPERIAL DADE WEST COAST	8/22/2024	$ 1,963.21	1300	CAFETERIA FOODS
14191076	HOLLANDIA DAIRY INC.	8/22/2024	$ 8,378.79	1300	CAFETERIA FOODS
14191083	AMERICAN PRODUCE DISTRIBUTORS	8/22/2024	$ 3,468.86	1300	CAFETERIA FOODS
14192297	SYSCO SAN DIEGO INC.	8/26/2024	$ 14,843.08	1300	CAFETERIA FOODS
14193509	CALIFORNIA DEPARTMENT OF	8/29/2024	$ 79.95	1300	CONTRACTED SERVICES
Total Fund 13			**$ 81,158.82**		
14183724	WILKINSON HADLEY KING &	8/1/2024	$ 10,200.00	2133	PROFESSIONAL SERVICES
14185957	BEST BEST & KRIEGER LLP	8/8/2024	$ 6,154.40	2133	LEGAL SERVICES
14192296	COLBI TECHNOLOGIES, INC	8/26/2024	$ 95,537.50	2133	PROFESSIONAL SERVICES
14193480	COLBI TECHNOLOGIES, INC	8/29/2024	$ 53,480.00	2133	CONTRACTED SERVICES
14193490	DAVY ARCHITECTURE INC	8/29/2024	$ 21,000.00	2133	PROFESSIONAL SERVICES
14193493	VITAL INSPECTION SERVICES INC.	8/29/2024	$ 9,020.00	2133	PROFESSIONAL SERVICES
14193495	GAFCON PM-CM LLC	8/29/2024	$ 29,893.00	2133	CONTRACTED SERVICES
14192298	DAVY ARCHITECTURE INC	8/26/2024	$ 7,360.00	2139	PROFESSIONAL SERVICES
14192300	VITAL INSPECTION SERVICES INC.	8/26/2024	$ 2,200.00	2139	PROFESSIONAL SERVICES
Total Fund 21			**$ 234,844.90**		
14185945	VIRCO INC	8/8/2024	$ 14,941.43	2518	SCHOOL FURNITURE
14192300	VITAL INSPECTION SERVICES INC.	8/26/2024	$ 4,840.00	2518	PROFESSIONAL SERVICES
14193493	VITAL INSPECTION SERVICES INC.	8/29/2024	$ 3,300.00	2518	PROFESSIONAL SERVICES
14193493	VITAL INSPECTION SERVICES INC.	8/29/2024	$ 8,800.00	2518	PROFESSIONAL SERVICES
Total Funs 25			**$ 31,881.43**		
Grand total			$ 2,085,543.00		

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: September 12, 2024

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

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.

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	

See attached	Various Funding Sources
(Amount)	(Name of funding source and/or location)

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

AGREEMENTS UNDER $30,000 FOR APPROVAL / RATIFICATION

September 12, 2024

	Vendor	Description	Estimated Amount	Funding Source	Administrator
1	All for Kidz, Inc.	Provide the NED's Resiliency Ride Performance to students at Willow School.	N/A	N/A	Little/Cerda
2	ArtReach Program	Provide an art program for students at La Mirada Elementary during 2024-25.	$14,000.00	Comprehensive Support & Improvement	Little/English
3	SHM South Bay, LLC	Use of Facility of the Safe Harbor South Bay Bayside Pavilion for the SYMS 8th grade dance on May 29, 2025.	$1,100.00	ASB Funds	Little/Ruiz
4	Gloria Gonzalez Photography	Provide school Portraits and other specialty items for students and staff. (2024-25)	N/A	N/A	Adrianzen
5	School Services of California	For Fiscal and Management Information Services. (2024-25)	$5,480.00	General - Business	Adrianzen
6	Taquizas Victor Inc.	Provide catering services for school-related events on an "as needed" basis. (2024-25)	TBD	Donations Accounts	Adrianzen

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: September 12, 2024

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

FROM:
Willow School
Myrna Cerda, Principal

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH ALL FOR KIDZ, INC.

BACKGROUND INFORMATION:

All for KIDZ, Inc., producers of The NED Shows, will provide an entertaining and impactful 45-minute performance. They use storytelling, puppetry, illusions and yoyo tricks to take students on an exciting journey with our character NED. Students will follow clues, meet memorable characters and learn valuable lessons. The themes of their presentations (*Never Give Up, Encourage Others, Do Your Best*), are tools to prevent bullying, build relationships, achieve excellence, growth mindset and healthy choices.

Willow School would like to use these two assemblies as a self-motivation and perseverance performance that encourages communication from some students who are often challenged when trying to express themselves. The presentation is tentatively scheduled for September 9, 2024.

RECOMMENDATION:

Approve the agreement with All for KIDZ, Inc. to provide the NED's Resiliency Ride Performance to students at Willow School at no cost to the District.

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	

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

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

SERVICE AGREEMENT FOR GUEST SPEAKER

All for KIDZ, Inc. (SPEAKER) and San Ysidro School District (DISTRICT),
mutually agree to the following:

1. Purpose:

Motivational and Educational presentation for Willow Elementary School students. The goal would be to motivate students through positive messages during an energetic and action-packed performance by SPEAKER.

2. Scope of Services:

SPEAKER will provide two (2) assemblies/performances on Monday, September 9, 2024, at the Willow Elementary School. The presentations "Ned's Resiliency Ride" and/or "Ned's Mindset Mission" teach through storytelling, puppetry, illusions, and yoyo tricks to take students on an exciting journey with the character NED. The performance focuses on preventing bullying, building relationships, achieving excellence, and making health choices. The SPEAKER will 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. SPEAKER will provide DISTRICT with an outline of the event before the event. The time of the assemblies will be coordinated with the Willow School Principal.

3. Compensation:

Performance/ Assembly(ies) are provided at no cost to the District.

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 or indirectly 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 sole negligence or willful misconduct.

5. Liability and School Safety Certification Forms – Refer to Exhibit A

6. Insurance – Refer to Exhibit B

7. COVID-19 Vaccination & Testing Requirements – Refer to Exhibit C

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.

ALL FOR KIDZ, INC.
GUEST SPEAKER

Signature: _____Date: _____
Eileen McClennen
emcclennen@allforkidz.com
(877) 872-9696 x121

SAN YSIDRO SCHOOL DISTRICT

Signature: _____ Date: _____
Marilyn Adrianzen, Chief Business Official
4350 Otay Mesa Road, San Ysidro, CA 92173 Board approved/ratified: _____
(619) 428-4476

SYSD CONTACT PERSONS:

Ms. Myrna Cerda
Principal, Willow
(619) 428-4476 ext. 3799
Myrna.cerda@sysdschools.org

Darlene Herbert
Outreach Consultant
(619) 428-4476 x3793
Darlene.herbert@sysdschools.org

SCHOOL SAFETY CERTIFICATION FORM **EXHIBIT A**

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

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

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

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

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

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

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

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

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

Company Name: _____

Name/Title of Authorized Representative (Print): _____

Signature: _____ Date: _____

EXHIBIT A

SAN YSIDRO SCHOOL DISTRICT
INDIVIDUAL RELEASE, WAIVER OF LIABILITY
AND
INDEMNITY AGREEMENT

In consideration of being permitted to use the San Ysidro School District's facilities (collectively referred to herein as "District Facilities"), other than during the normal duty day, I,_____(Print - Name of participant) the undersigned, agree to the following:

_____*(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 gross negligence or willful 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, whether caused by the negligence of the District or otherwise, relating to the presence of the Participant during or participation by the Participant in the use of the District Facilities. Participant shall have no obligation, however, to defend or indemnify District if it is determined by a court of competent jurisdiction that such claim was caused by the gross negligence or willful misconduct of District.

_____*(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 B

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. **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.**

4. **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.

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

Additional Insured Status

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

Primary Coverage

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

Notice of Cancellation

The Provider shall file, with the District, Certificates of Insurance indicating a thirty-day (30) cancellation notice and naming the **SAN YSIDRO SCHOOL DISTRICT** as an **additional insured with endorsements attached.**

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

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

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

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

Verification of Coverage

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

NED'S Resiliency RIDE™

PERFORMANCE AGREEMENT

Show date:	September 9, 2024	Show Time:	8:30am-9:15am, 9:35am-10:20am
School ID:	82020	School Name:	Willow Elementary School
Contact Name:	Darlene Herbert	Title:	Outreach Consultant
Grades:	PK-6	Student Count:	706
Booking Agent:	Julie Beach	Toll Free:	877-872-9696, x210
Fax:	800-969-6624	E-mail:	jbeach@allforkidz.com

We agree to:

- **Present NED's Resiliency Ride on the date and time entered above.**
- **Grant access to resources and lesson plans** available at www.NEDteachers.com.
- **Provide downloadable files** for you to post and send home to promote the show.
- **Reserve the right to reschedule** the show due to performer illness or other extenuating circumstances. In the unlikely event of a change, the show will be moved to a mutually agreeable time.
- **Visit your school at no charge,** made possible by your school having the Pay-It-Forward Sale.
- **Provide prepaid shipping labels:** We pay for return postage on your unsold items.

Your school agrees to:

- **Print and send home the parent letter** a few days prior to the performance.
- **Make NED items available for purchase** for 5-10 school days following the show and do your best to "Pay-It-Forward" to another school.
- **Do your best to provide a NED play zone** for students to enjoy their NED items and safely practice yo-yo skills while reinforcing the NED message.
- **Protect our copyright.** Take pictures of the show if you wish, but agree and enforce that no part of the show may be video recorded, reproduced, or transmitted. The NED Shows reserves the right to occasionally audio or video record its employees for training purposes.
- **Contact us immediately** if you find it necessary to make any changes to your show time. If your school cancels within 14 days of the scheduled show date for any reason other than unforeseen acts of nature, i.e. inclement weather or school closures, you agree to pay a $200 cancellation fee.

Set-up Requirements:

- 45-60 minute minimum set-up time is required, therefore someone will need to be available to let the performer in before normal school hours if necessary.
- Provide one 6' table and a wastebasket.

CONFIRM YOUR SHOW DATE

Darlene Herbert

School Representative Signature

Darlene Herbert

Title

We look forward to bringing NED's Resiliency Ride to your school!

© 2024. All for KIDZ, Inc. All Rights Reserved. US

Doc ID: 2923a87c54e0c35dce6930539a84d2557747a2ba

Title	NED'S RESILIENCY RIDE PA_82020_2024_09_09_WILLOW Julie
File name	PA_82020_2024_09_09_WILLOW.PDF
Document ID	2923a87c54e0c35dce6930539a84d2557747a2ba
Audit trail date format	MM / DD / YYYY
Status	Signed

Document History

SENT	**08 / 22 / 2024** 15:04:24 UTC	Sent for signature to Darlene Herbert (darlene.herbert@sysdschools.org) from sales6@thenedshows.com IP: 13.77.137.204
VIEWED	**08 / 22 / 2024** 19:04:09 UTC	Viewed by Darlene Herbert (darlene.herbert@sysdschools.org) IP: 209.242.170.46
SIGNED	**08 / 22 / 2024** 20:50:28 UTC	Signed by Darlene Herbert (darlene.herbert@sysdschools.org) IP: 209.242.170.46
COMPLETED	**08 / 22 / 2024** 20:50:28 UTC	The document has been completed.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: September 12, 2024

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

FROM:
La Mirada Elementary School
Laura English, Principal

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH ARTREACH

BACKGROUND INFORMATION:
ArtReach is a program that will enrich the classroom experience for both teacher and students. The goal is to help every student learn art skills, art vocabulary and to feel empowered to access their unique creativity. ArtReach will focus on helping young artist find a personal artistic voice and learn to grow confident in facing artistic challenges.

An ArtReach Teaching Artist will provide impactful in-class workshops to Kinder-6th grade classrooms with age-specific. Teachers and students will participate to support learning goals, student ownership, community, and connection.

RECOMMENDATION:
Approve the agreement with ArtReach to provide an art program for students at La Mirada Elementary during 2024-25 at the total cost of $14,000.00 from the Comprehensive Support and Improvement fund.

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 2024-2025 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$14,000.00	Comprehensive Support & Improvement Funds
(Amount)	(Name of funding source and/or location)

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 6 day of September, 2024, by and between the San Ysidro School District, hereinafter called the "District", and

ArtReach	(619)940-7278
Company/Consultant	Telephone Number
1065 University Avenue, San Diego CA 92103	Artreachsandiego.org
Address	Website

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

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

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

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

1.2 TERM

From: September 6, 2024 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 RESPONSIBLIITIES OF CONSULTANT

4.1 ORGANIZATION

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

4.2 COORDINATION OF SERVICES

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

4.3 STANDARD OF CARE:

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

4.4 INDEPENDENT CONSULTANT & ADDITIONAL PERSONNEL

Consultant is retained as an independent consultant and is not an agent or employee of the District. No employee or agent of Consultant shall by this Agreement become an agent or employee of the District. The work to be performed shall be in accordance with the work described herein, subject to such direction and amendments from District as herein provided. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever, except as specifically provided in writing by District. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law.

4.5 LAWS AND REGULATIONS

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 appropriates to the Consultant's profession, with limit no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate. *(If applicable – see footnote next page)* **District waives _____**
5. **Improper Sexual Conduct:** $1,000,000 per occurrence with an aggregate of not less than $2,000,000 for damages because of bodily injury by reason of negligent hiring and supervision. May be included under General Liability. **District waives _____**
6. **Cyber Security Liability:** Coverage for both electronic and non-electronic data breach of $2,000,000 per occurrence with an aggregate limit of not less than $5,000,000 and shall cover all of Consultant's employees, officials and agents. Coverage shall apply to any dishonest, fraudulent, malicious or criminal use of Consultants or computer system or to obtain financial benefit for any party; to steal, take or provide unauthorized access of electronic data, including publicizing confidential electronic data or causing confidential electronic data to be accessible to unauthorized persons; transfer and for Third-Party Liability encompassing judgements or settlement and defense costs arising out of litigation due to a data breach and data breach response costs for customer notification and credit monitoring service fees. **District waives _____**

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

Additional Insured Status - Endorsement

The San Ysidro School District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy 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, date, programming source code, reports or any other items prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

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

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

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

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

(3) The District is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 (AB 1584), the California Education Code, the Children's Online Privacy and

Protection Act (COPPA), the Family Educational Rights and Privacy Act (FERPA), and HIPAA Privacy regulations and any other privacy laws, policies and regulations that may apply such as American Recovery and Reinvestment Act of 2009 ("ARRA") and the Health Information Technology and Economic Clinical Health Act of 2009 ("HITECH").

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

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

5.5 SAFETY

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

5.6 PROJECT STAFFING

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

5.7 INDEMNIFICATION

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

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.

CONSULTANT:	**ArtReach**	
Name:	Brooke Benedix	
Title:	ArtReach Program Manager	
Address:	1065 University Avenue	
City/State/Zip Code:	San Diego, CA 92103	
Telephone:	(559)706-1060	
Email:	brooke@artreachsandiego.org	

DISTRICT:	San Ysidro School District	
Name:	Marilyn Adrianzen	**Russell Little**
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	Russell.little@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

ArtReach
Firm Name

Brooke Benedix
Signature of Authorized Agent

Brooke Benedix, Residency Program Manager
Print Name, Title

08/07/24
Date:

DISTRICT

San Ysidro School District
Firm Name

Signature

Marilyn Adrianzen, Chief Business Official
Print Name, Title

Date

Board Approved:

Revised 08-01-2020

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**.

BB (*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.

BB (*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).

BB (*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).

BB *(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.)

BB (*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.

BB (*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.

BB (*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: ArtReach

Name/title of authorized representative *(Print)* Brooke Benedix

Signature Brooke Benedix Date 08/07/24

Exhibit A

ArtReach

2024 – 2025 Program Quote
For: La Mirada Elementary
Primary Contact: Jedzida Herron, jedzida.herron@sysdschools.org

In-Class Visual Arts Program Overview

CULTIVATING A CREATIVE CAMPUS

Tailoring the Program to the School: ArtReach will enrich the classroom experience for both teacher and student. Our goal is to help every student learn art skills, art vocabulary and to feel empowered to access their unique creativity. We focus on helping each young artist find a personal artistic voice and learn to grow confident in facing artistic challenges.

Goal: An ArtReach Teaching Artist will provide impactful in-class workshops for five 4th-6th grade classrooms and five K-3 classrooms. Classroom teachers are required to attend all lessons with students and are welcome to participate to support learning goals, student ownership, community, and connection.

Class Structure: Each lesson will be age-specific, integrate Social Emotional Health and Wellness, incorporate art history and fine art techniques while furthering the creative development of each individual student. Students will utilize a variety of fine art media. ArtReach classes will take place on campus.

Supported Learning Goals: Social Emotional Learning, Health and Wellness, Art History, Diversity and Inclusion. Diversity and Inclusion are celebrated through exposure to local, historical, and contemporary BIPOC artists whose art fits the context of what our young artists are living through and learning to process during these challenging times. We will provide our 21st-century learners space to practice expression, emotion regulation, and resiliency by building skills in Self-Awareness, Self-Management, Social Awareness, Relationship Skills and Responsible Decision Making.

ArtReach Provides: 1-2 Teaching Artists, in-classroom art instruction, visual arts supplies, lesson plans and PowerPoint presentations accessible via Google Drive.

La Mirada Provides: School liaison to provide schedule and requirements to participating teachers to attend planning meetings, scheduled workshops, and provide classroom management as needed, single school classroom/multipurpose room for ArtReach Teaching Artists to teach each class at their designated time.

SOCIAL EMOTIONAL LEARNING AND DEVELOPMENT

ArtReach lessons will be guided by and implement CASEL'S SEL Framework

The CASEL 5: The CASEL 5 addresses five broad, interrelated areas of competence and examples for each: self-awareness, self-management, social awareness, relationship skills, and responsible decision making. The CASEL 5 can be taught and applied at various developmental stages from childhood to adulthood and across diverse cultural contexts to articulate what students should know and be able to do for academic success, school and civic engagement, health and wellness, and fulfilling careers.

Self-Awareness: The abilities to understand one's own emotions, thoughts, and values and how they influence behavior across contexts. This includes capacities to recognize one's strengths and limitations with a well-grounded sense of confidence.

Self-Management: The abilities to manage one's emotions, thoughts, and behaviors effectively in different situations and to achieve goals and aspirations. This includes the capacities to delay gratification, manage stress, and feel motivation and agency to accomplish personal and collective goals.

Social Awareness: The abilities to understand the perspectives of and empathize with others, including those from diverse backgrounds, cultures, and contexts. This includes the capacities to feel compassion for others, understand broader historical and social norms for behavior in different settings, and recognize family, school, and community resources and supports.

Relationship Skills: The abilities to establish and maintain healthy and supportive relationships and to effectively navigate settings with diverse individuals and groups. This includes the capacities to communicate clearly, listen actively, cooperate, work collaboratively to problem solve and negotiate conflict constructively, navigating settings with different social and cultural demands and opportunities, provide leadership, and seek or offer help when needed.

Responsible Decision Making: The abilities to make caring and constructive choices about personal behavior and social interactions across diverse situations. This includes the capacities to consider ethical standards and safety concerns, and to evaluate the benefits and consequences of various actions for personal, social, and collective well-being.

ArtReach 2024 – 2025 Program Quote: Page 3/3

COST

10 K-5th grade classrooms: 10 workshops x 2 days to serve all classrooms once per lesson= 20 total teaching days*	
10 days of K-3rd In-Person Art Instruction to serve 10 workshops (Spring 2025)	$8,750.00
10 days of 4th-6th In-Person Art Instruction to serve 10 workshops (Fall 2024)	$8,750.00
ArtReach Title 1 Discount	**-$3,500.00**
Art materials for all workshops	inc.
Program and curriculum development	inc.
Total cost to La Mirada Elementary for all program components	**$14,000.00**

**Number of workshops and classrooms can be adjusted at school's request*

ArtReach Provides: 1 Teaching Artist, in-classroom art instruction, visual arts supplies, lesson plans and PowerPoint presentations accessible via Google Drive.

SCHEDULE

Workshop Dates: September 2024-June 2025
Daily Schedule: TBD. Workshop times are flexible for each school site.

Work Agreement & Payment:
ArtReach requires a signed work agreement and payment in two equal segments throughout the year. Payment is due at the completion of residency.

Supporting a Creative Environment:
We thank you for supporting the arts in your school and in the communities of students. We are looking forward to working with your students to help them experience the joy of creating original art while practicing creative thinking and gaining confidence alongside their peers. We look forward to working with your school.

For Questions Contact:
Brooke Benedix, ArtReach Program Manager // 559-706-1060 // brooke@artreachsandiego.org

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board **BOARD MEETING DATE:** September 12, 2024

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH GLORIA GONZALEZ PHOTOGRAPHY

BACKGROUND INFORMATION:
Gloria Gonzalez Photography has been providing school portraits and other specialty items for students and staff. Services are provided based on the principal's choice to participate. Participating schools receive a commission for portrait packages that are sold. The school principal may designate and work in conjunction with staff to coordinate student activities/events and purchase incentives with the commission from these services.

Optional: Year-end graduation photography is optional and available upon request. Pictures will be taken of each student during the promotion ceremonies as students receive their certificates. This will prevent parents from getting up from their seats to take pictures, helping the event stay as organized as possible. Fee applies.

RECOMMENDATION:
Approve the agreement with Gloria Gonzalez Photography to provide school portraits and other specialty items for students and staff for school year 2024-25.

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	

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

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 5th day of September 2024, by and between the San Ysidro School District, hereinafter called the "District", and

Gloria Gonzalez Photography Company/Consultant	(619) 409-2027 Telephone Number
5317 Vista Santa Margarita, San Diego, CA 92154 Address	fotografiagloria@gmail.com Email

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

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

(1) All photographs taken pursuant to this Agreement shall be processed and printed exclusively in the United States of America.

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 maintain a valid and current City of San Diego Business Tax Certificate for the duration of 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: October 1, 2024 To: June 30, 2025

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

2 FEES AND PAYMENTS

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

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

3. ADDITIONAL SERVICES.

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

4 RESPONSIBILITIES OF CONSULTANT

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

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

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

4.4 INDEPENDENT CONSULTANT & ADDITIONAL PERSONNEL
Consultant is retained as an independent consultant and is not an agent or employee of the District. No employee or agent of Consultant shall by this Agreement become an agent or employee of the District. The work to be performed shall be in accordance with the work described herein, subject to such direction and amendments from District as herein provided. Consultant shall have no authority, express or implied, pursuant

to this Agreement to bind District to any obligation whatsoever, except as specifically provided in writing by District. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law.

4.5 LAWS AND REGULATIONS

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

4.6 MAINTENANCE OF ACCOUNTING RECORDS

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

4.7 INSURANCE

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

(2) Minimum Requirements and Limits. Consultant and Subcontractors shall, at its expense, procure and maintain for the duration of this Agreement, Public Liability and Property Damage Insurance to protect them and the District from all claims for injuries to persons, including accidental death, as well as from all claims for property damage which may arise from or in connection with the performance of the Agreement by the consultant, its agents, representatives, and employees. Such insurance shall survive after this agreement as permitted by law.

Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): including premises, Operations, Products and Completed Operations, Contractual Liability, and Independent Contractors Liability: $1,000,000 per occurrence for bodily injury, personal injury and property damage. The General Aggregate limit shall be $2,000,000.
2. **Automobile Liability: $1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation (Employer's Insurance):** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of San Ysidro School District.
4. **Professional Liability (Errors and Omissions):** Insurance appropriates to the Consultant's profession, with limit no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate. *(Any self-retained limit shall be greater than $25,000 per occurrence/event.*

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

Additional Insured Status

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

Primary Coverage

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

Notice of Cancellation

The Provider shall file, with the District, Certificates of Insurance indicating a thirty-day (30) cancellation notice and naming the **SAN YSIDRO SCHOOL DISTRICT** as an **additional insured with endorsements attached.**

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

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

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

Verification of Coverage

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

4.8 CONFIDENTIALITY

All photographs, video, data, materials, products, technology, financial information and other documents ("Confidential Information"), either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant. All Confidential Information shall not, without the prior written consent of District, be used or reproduced by Consultant for any purposes other than the performance of the services performed pursuant to this Agreement. Consultant shall not disclose, cause or facilitate the disclosure of the Confidential Information to any person or entity not connected with the performance of the

services or this Agreement. Consultant shall adhere to all relevant Family Educational Rights and Privacy Act (FERPA) Regulations. Nothing furnished to Consultant that is otherwise known to Consultant or is generally known or has become known to the related industry shall be deemed confidential.

5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

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

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

5.2 SUSPENSION OF SERVICES

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

5.3 TERMINATION OF AGREEMENT

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

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

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

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

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

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

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

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

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

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

5.5 SAFETY

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

5.6 PROJECT STAFFING

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

5.7 INDEMNIFICATION

Consultant agrees to protect, save, defend, indemnify and hold harmless the District, their Governing Boards and each member thereof, their officers, employees, agents and volunteers from any and all claims, liabilities, expenses or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, arising out of or in any way connected with the negligent acts, errors or omissions or willful misconduct by Consultant, Consultant's agents, officers, employees, sub

consultants, or independent consultants hired by Consultant under this Agreement. The only exception to Consultant's responsibility to protect, save, defend and hold harmless District is where a claim, liability, expense or damage occurs due to the sole negligence, or willful misconduct of District. This hold harmless Agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Consultant.

5.8 AMENDMENTS

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

5.9 SEVERABILITY

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

5.10 GOVERNING LAW

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

5.11 CONFLICT OF INTEREST

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

5.12 SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS:

Consultant agrees with the provisions of Education Code Section 45125.1 regarding the submission of fingerprints to the California Department of Justice. Consultant shall not be permitted to have any contact with District pupils until such time as Consultant has verified in writing to the District that they have complied with Educational Code Section 45125.1. (**Please attach a copy of this verification.)**

Per Ed Code 49406 and Assembly Bill 1667, the District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils. Please submit TB Clearance to the Business Services Office.

This section may be waived if the District determines that the Consultant and/or its employees will have limited contact with District pupils or if Consultant and/or its employees will be supervised at all times by District employees.

District is waiving this requirement _____.

5.13 DRUG/ALCOHOL/TOBACCO-FREE FACILITIES:

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

5.14 NOTICES / CONTACT INFORMATION

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

CONSULTANT:	Gloria Gonzalez Photography
Name:	Gloria Gonzalez
Title:	Owner
Address:	5317 Vista Santa Margarita
City/State/Zip code:	San Diego, CA 92154
Telephone:	(619) 409-2027
Email:	fotografiagloria@gmail.com

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

DISTRICT:	San Ysidro School District	
Name:	Marilyn Adrianzen	
Title:	Chief Business Official	
Address:	4350 Otay Mesa Road	
City/State/Zip code:	San Ysidro, CA 92173	
Telephone:	(619) 428-4476 ext. 3003	
Email:	Patricia.caro@sysdschools.org	

6 ENTIRE AGREEMENT

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

7 WARRANTY OF AUTHORITY:

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

CONSULTANT	DISTRICT
Gloria Gonzalez Photography	**San Ysidro School District**
Firm Name	Firm Name
Signature of Authorized Agent	Signature
Print Name, Title	Marilyn Adrianzen, Chief Business Official Print Name, Title
Date:	Date
Phone Number	Board Approved

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

ADDENDUM

COVID-19
Vaccination & Testing Requirements

COVID-19 Vaccination & Testing Requirements

The San Ysidro School District ("District") is a public agency that has a duty to implement health and safety protocols to address COVID-19 in accordance with all state and local regulations. As a Contractor/Service Provider for 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.

It is the responsibility of the Contractor/Service Provider to ensure there is no interruption of service to District if the Contractor/Service Provider and any employee, volunteer and/or agent of the Contractor/Service Provider fails to adhere to COVID-19 state and local regulations. Failure by the Contractor/Service Provider to comply with the terms of this Addendum or any applicable county or state health order, may result in termination of the agreement to provide services.

This Addendum is hereby incorporated into the Agreement as though fully set forth. No other terms or conditions of the Agreement are changed, and in the event of a conflict the terms of this Attachment No. 2 shall prevail.

Consultant's Initials _____

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

SCHOOL SAFETY CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION CODE ECTION 45125.1
Fingerprinting and Criminal Background Investigation Requirements

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

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

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

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

_____(*Initial*) It is understood that by signing this document, Consultant agrees that they are familiar with Education Code Section 45122.1.

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

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

_____(*Initial*) Consultant will provide a list of their employee's names who will be assigned to work at the District's locations during the term of this agreement and who may come in contact with pupils in the performance of services in this contract.

_____(*Initial*) Consultant will notify the District of any changes (add/remove) in employees assigned to any of the District's school sites and will provide the proper clearances required before the commencement of services of the individual employee(s).

- I certify that I have read and understand the above terms and conditions and will report any changes that may affect the performance services of this contract.
- I certify that none of the individuals identified on the attached list of Consultant's employees have been convicted of a felony as defined in Education Code Section 45122.1.
- I certify that all of the individuals identified on the attached list of Consultant's employees are clear of tuberculosis (TB) as defined on Education Code Section 49406 and Assemby Bill 1667.

Consultant _____

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

Signature _____Date _____

gloria gonzalez
PHOTOGRAPHY

August 2024

San Ysidro District School,

I would like to present who we are and our proposals for this upcoming school cycle.

Before I begin, I would like to inform you a bit about our long work history as a professional photography studio in the school environment.

We have more than 29 years of experience as a photography studio. In the San Ysidro School District, we have offered our services for more than 15 years in which we have served as photographers and as professional designers from the photo shoots to the very last detail in turning in the photographs. We are always making sure we offer our upmost professionalism and excellent quality service. All the work that we offer is retouched and edited. For the finishing product, all of our prints are texturized (to keep from damaging), cut out (for sizes), and packaged for proper presentation of the work. For those prints that are 8x10 or larger, we mount them on a white carton especially made for photography paper.

Up to this moment, the packages that we have offered to the schools in the district have been the following:

Christmas Package:
We bring a professional portable studio set up which includes the holiday background, the lighting necessary and a tripod for the camera, a person dressed as Santa Claus and some props for example; Christmas hats, scarves, and stuffed toys (holiday themed)

Spring Package:
We bring a professional portable studio setup including a spring background, necessary lighting, and a tripod for the camera. We have a person dressed as an Easter bunny and props suitable for the occasion such as bunny ear headbands, spring hats and stuffed toys (spring themed), the bunny suit is optional. It is possible to just have spring props such as a chair and basket.

(619) 409 -2027
fotografiagloria@gmail.com
www.gloriagonzalezfotografia.com
facebook.com/fotografia.gloria

gloria gonzalez
PHOTOGRAPHY

Graduation Package:

We bring a professional portable studio setup with a proper background for professional graduation pictures and necessary lighting. In this package we take a group photo with the school uniform or with the graduation suit (dress, suit, etc.) Each school decides how they want the picture taken. For the individual picture, we bring the cap and gown (we have different colors).

For this School cycle we have a few package proposals:

Christmas Package: The sessions are usually in the month of November.

1) Calendar 6x10
2) 5x7's
1) 3.5x5
4) Wallets
6) Gift Tags

Price: 37 dollars

Spring Package: The sessions are usually taken in the month of March

1) 6x10
2) 5x7's
1) 3.5x5's
4) Wallets

Price: $37 dollars

Graduation Package: The sessions are usually taken in the month of April and May

1) 8x10
2) 5x7's
8) Wallets
1) 6x12 Group Photo

Price: $47 dollars

Additional specialty items include mugs for the three packages and a snow globe for the Christmas Package for an extra cost of $13 and 15 dils. respectively, additional to the package.

13

Up to this moment we have worked directly with the PTA in each school and have left a certain amount of earnings from each package to help PTA fundraising.

This year we will leave $4 dollars per package and $1 for each specialty item bought.

gloria gonzalez
PHOTOGRAPHY

Up to this moment we have worked directly with the PTA in each school and have left a certain amount of earnings from each package to help PTA fundraising.
This year we will leave $4 dollars per package and $1 for each specialty item bought.

For the graduation package we have worked with preschool, kindergarten and occasionally 6th grade students. We do offer more services than the ones stated above. It is a matter of letting us know what you are looking for and we can accommodate.

We understand that these services are in no way obligatory, therefore we do not ask for a minimum of students to sign up for the packages for us to come and offer our services.

This way the school does not feel obliged to gather enough people. We are only requesting to be able to continue our photography services in the San Ysidro School District with your consent.

Thank you for your time and consideration. I hope that the above information has proved that we are a professional photography service and that with this, we will be considered to be able to work within the district for this school cycle and others to come.

Sincerely,
Gloria A. Gonzalez
of Gloria Gonzalez Photography

(619) 409 -2027
fotografiagloria@gmail.com
www.gloriagonzalezfotografia.com
facebook.com/fotografia.gloria

gloria gonzalez
PHOTOGRAPHY

San Ysidro School District
Schools Picture Dates

Christmas pictures 2024

Date	School
November 5th	Willow Elementary School
November 7th	Smythe Elementary School
November 8th	La Mirada Elementary School
November 12th	Oceanview Elementary School
November 12th	Oceanview Preschool
November 13th	Child Development Center
November 14th	Sunset Elementary School
November 14th	Sunset Preschool

Spring/Bunny Pictures 2025

Date	School
February 11th	Sunset Elementary School
February 11th	Sunset Preschool
February 12th	Child Development Center
February 13th	Oceanview Elementary School
February 13th	Oceanview Preschool
February 25th	Willow Elementary School
February 27th	La Mirada Elementary
February 28th	Smythe Elementary School

Promotion Pictures 2025

Date	School
April 15th	Child Development Center
April 16th	Sunset Preschool
April 16th	Oceanview Kinder, TK
April 18th	Oceanview Preschool
April 24th	Sunset Elementary School (Kinder)
April 29th	Willow Elementary School (Kinder)
April 30th	La Mirada Elementary School (Kinder)
May 1st	Smythe Elementary School (Kinder)

(619) 409 -2027
fotografiagloria@gmail.com
www.gloriagonzalezfotografia.com
facebook.com/fotografia.gloria

November 5th	Willow Elementary School
November 7th	Sunset Elementary School
November 9th	La Mirada Elementary School
November 12th	Oceanview Elementary School
November 13th	Oceanview Preschool
November 15th	Orchid Development Center
November 19th	Sunset Elementary School
November 21st	Sunset Preschool

February 11th	Sunset Elementary School
February 11th	Sunset Preschool
February 12th	Orchid Development Center
February 13th	Oceanview Elementary School
February 13th	Oceanview Preschool
February 25th	Willow Elementary School
February 27th	La Mirada Elementary
February 28th	Smythe Elementary School

April 1st	Orchid Development Center
April 15th	Sunset Preschool
April 16th	Oceanview Kinder TK
April 18th	Oceanview Preschool
April 24th	Sunset Elementary School Kinder
April 26th	Willow Elementary School Kinder
April 30th	La Mirada Elementary School Kinder
May 1st	Smythe Elementary School Kinder

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: September 12, 2024

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

FROM:
San Ysidro Middle School
Mairen Ruiz, Principal

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH SHM SOUTH BAY, LLC

BACKGROUND INFORMATION:
The San Ysidro Middle School's Associated Student Body (ASB) hosts a dance for 8th graders who will be promoted to high school. This year, the ASB voted and approved having their 8th-grade dance off-site at the Safe Harbor South Bay Marina (LCT Bayside Pavilion). The event is planned for Wednesday, May 29, 2025, from 4:30 – 7:00 p.m. Parents will be responsible for transporting their students to and from the event. The ASB Teacher and chaperones will supervise the event.

The cost implication for this Agreement is $1,100.00 for the rental fee ($220.00 deposit). Other fees may apply, such as for catering and security.

RECOMMENDATION:
Approve the agreement with the SHM South Bay, LLC to occupy and use the Safe Harbor South Bay Bayside Pavilion for the San Ysidro Middle School's 8th-grade dance at an estimated cost of $1,100.00 from the San Ysidro Middle School's ASB funds.

LCAP GOAL AND ACTION/SERVICE:
Goal #3: Student Engagement and School Climate, Action 3.3: Business services continues to support Associated Student Body (ASB) at the middle schools with the fiscal aspects of running the ASB to support all students including unduplicated students with building skills and access to services provided by the ASB.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2024-2025 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$1,100.00	ASB Funds
(Amount)	(Name of funding source and/or location)

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

SAFE HARBOR
SOUTH BAY

BAYSIDE PAVILION LICENSE

GENERAL INFORMATION				
Event: **SYMS 8th Grade Dance**			Event Date: **05-29-2025**	
Event Start Time (rental time starts at 10 am): **10 a.m.**		End Time (rental time ends at midnight): **7 p.m.**		
Guard Required: ☐ Yes ☒ No	Number of Guests: 50-100		Alcoholic Beverages Sold: ☐ Yes ☒ No	
Caterer: Will notify you		Entertainment: DJ Gustavo Lopez		
Space: ☒ Downstairs (150 max capacity) ☐ Upstairs (50 max capacity) ☐ Courtyard				
Payment Due Date (3 months prior to event): **02-28-25**				

CHARGES				
Base Fee	Guard Fee	**Total**	Deposit (20%)	**Balance**
$1,100.00	**N/A**	**$1,100.00**	($220.00)	**$880.00**

CLIENT INFORMATION	
Client's Name: SAN YSIDRO SCHOOL DISTRICT	E-mail: michelle.patterson@sysdschools.org
If Client is an entity, the name of registered agent: Contact person: Michelle Patterson (SYMS ASB)	
Mailing Address: 4350 Otay Mesa Road, San Ysidro, CA 92173	
Primary Phone: (619) 345-1035	Secondary Phone: (619) 428-4476 x3200
Billing Address: Business Services (A/P) 4350 Otay Mesa Road, San Ysidro, CA 92173	
Business Name & Address: San Ysidro School District	
Emergency Contact: Mairen Ruiz, School Principal	Phone: (619) 638-0545

CLIENT REPRESENTATIVE INFORMATION	
Client Representative: San Ysidro School District	Phone: (619) 428-4476

This Event Space License (this "License") is entered into by SHM South Bay, LLC ("SHM") and the above-named Client, with respect to the marina located at 640 Marina Parkway, Chula Vista, CA 91910 (the "Marina"), on the following terms and conditions. This License consists of this paragraph and the above "Basic Provisions", the attached Standard License Provisions (the "Standard License Provisions"), and all exhibits, all of which are hereby incorporated herein by reference.

SHM:

By: ____

_____
Authorized Signatory

Name: _____

Title: _____

Telephone: _____

Email: _____

Date: _____

CLIENT:

IF AN INDIVIDUAL

_____ (Signature)

_____ _____ (Printed Name)

Date: _____

IF AN ENTITY

SAN YSIDRO SCHOOL DISTRICT

By: _____ (Signature)

Name: Marilyn Adrianzen

Title: Chief Business Official

Date: _____

Board Approved: _____

STANDARD LICENSE PROVISIONS

1. Space Rental. SHM hereby grants to Client a limited and revocable license to the Space on the Event Date, for the period starting at 10:00 am and ending at midnight, for the purpose of holding the Event, AND FOR NO OTHER USE. Client shall not have access to the Space at any time outside of the stated hours on the Event Date. SHM and its employees, contractors and agents shall have access to the Space during the Event provided that SHM shall seek to minimize any disruption to the Event.

2. Fees. Client agrees to pay SHM the Base Fee, Set Up Fee (if any), and any other fees stated above (collectively, the "Fees") for the use of the Space. A deposit of 20% of the total fee is required (the "Deposit").Client must pay the Deposit to SHM upon the execution of this License, and SHM shall have no obligations under this License until the Deposit is paid in full and it receives Client's signature to this License. Except in the limited circumstances expressly provided for in this License, **the Deposit is strictly non-refundable**. If Client complies with the terms of this License, then SHM will apply the Deposit against the Base Fee. The balance of the Fees is due on the Payment Due Date. If Client fails to pay all the Fees in full by the Payment Due Date, SHM may revoke this License and keep the entire Deposit as liquidated damages.

3. Payment Due Date. In addition to all sums due by the Payment Due Date, Client must also provide Client's insurance certificate on the Payment Due Date.

4. Cancellations. If Client cancels the reservation for the Event on or before the Payment Due Date, SHM shall refund the Base Fee (if and to the extent previously paid) minus the Deposit, which SHM shall retain as liquidated damages. If Client cancels the reservation for the Event after the Payment Due Date, SHM shall retain the entire Base Fee (including the Deposit) as liquidated damages.

5. Services/Equipment. SHM agrees to provide the Included Equipment stated above. Unless otherwise agreed to by SHM in writing, SHM shall not be required to provide utilities other than 110 volt electricity. In no event shall SHM be liable to Client for any claims or damages caused by the interruption of any utility services.

6. Compliance with Law. Client shall obtain and maintain any necessary permits, licenses, or other forms of permission necessary to use the Space for the Event in compliance with all Laws. Client shall comply (and shall cause its guests, agents, caterers and other vendors to comply) with all Laws while on the Marina. As used in this License, the term "Laws" means all federal, state, and local laws, ordinances, rules and regulations, all court orders or rulings, governmental directives, and governmental orders and all interpretations of the foregoing, and all restrictions, restrictive covenants and/or ground leases affecting the Marina.

7. Alcohol. Client agrees to comply with all applicable Laws governing the service of alcohol. SHM forbids the service of alcohol to minors. Client is responsible for the sobriety of all guests. Client hereby indemnifies and holds harmless SHM, its employees, officers, directors and agents from any damages, actions, suits, claims, or other costs (including reasonable attorneys' fees) arising out of or in connection with any damage to any property or any injury caused to any person (including death) relating to the sale or service of alcohol at the Event, including any acts or omissions on the part of Client, its employees, agents, guests, vendors and other invitees.

8. Set Up/Break Down. Client and its vendors must comply with the following rules governing set up and break down of the Event:

A. All decorating must be performed between the Rental Start Time and the Rental End Time on the Event Date.

B. SHM shall have the right to charge additional fees for any deliveries that it may accept on Client's behalf.

C. SHM is not responsible for checking in or handling any items brought into the Marina by rental companies. All external items must be checked in and signed for by the Client or its agents.

D. All excess material (such as bubble wrap, boxes, hangers, plastic, etc.) created by deliveries must be removed and disposed of by rental company or the Client.

E. Any storage of items on the Marina property outside of the specified times on the Event Date is subject to SHM's prior approval (in its sole discretion) and may require payment of additional fees.

F. All vendors and caterers must removal all persons, equipment, food and waste from the Marina by the Rental End Time.

9. Event Space Rules. Client, its guests and vendors, must comply with the following rules at all times:

A. Signs, ornaments, or other objects may not be nailed or stapled to any building, fixture, or other object. Marina will not supply ladders, tools, or supplies.

B. Only low tack tape (painter's tape) is allowed on floors and walls..

C. The use of glitter, non-paper confetti, birdseed, rice, flares, sparklers and fireworks is prohibited.

D. Dripless candles are permitted but must be enclosed in protective containers. No oil lights or open flames are permitted.

E. No furniture may block exits.

F. No pets, other than service animals.

G. Music volume must be kept to a reasonable level during the entire Event. Mariachis are welcome before 8 pm. Live bands are not allowed. Music must be turned down or off by 10 pm as a courtesy to marina tenants. Any issues with respect to noise ordinance or conduct are the responsibility of Client. SHM's representatives shall be the sole judge of acceptable noise levels and behavior of Client and its guests. Client agrees that the Marina staff has full authority to require Client to turn the music down and reduce noise. If Client or its guests create a repeated disturbance, SHM may expel Client and all its guests and vendors from the Marina without refund.

H. Smoking shall be limited to designed smoking posts. No smoking is allowed inside the Pavilion. If smoking materials are discarded in planters, sidewalks or grounds, an extra cleanup charge will be imposed. Any guests violating the smoking restrictions will be asked to leave the premises by SHM's staff.

I. Client shall clean the Space and dispose of all waste and trash.

J. Client shall bag and deposit all trash in dumpsters or other receptacles provided by SHM. As separate facilities are provided, Client shall separate out glass and aluminum for recycling.

K. Client is responsible to provide supervision for all children while on the Marina and acknowledges that the Marina poses special hazards to children due to it being situated on the water.

L. SHM shall have the right, in its exclusive discretion, to expel anyone who in its judgment is intoxicated or under the influence of alcohol or drugs, or who engages in disorderly conduct or jeopardizes the rights, business, or insurability of SHM or the safety of its staff, guests, or property.

10. Insurance/Indemnity.

A. Insurance. In connection with the Event, Client and each caterer or other vendor must carry, at its expense, either (i) Commercial General Liability (NOTE: a Marine Liability or a Marine endorsement to the Commercial General Liability policy is required if the Space is located on a pier, dock, boat or otherwise "over the water") with single limit liability of no less than $1,000,000, and aggregate liability of no less than $2,000,000 or (ii) Special Event coverage with single limit liability of no less than $1,000,000, and aggregate liability of no less than $2,000,000. Each such insurance policy must (i) insure SHM and its employees, contractors and contracted vendors against all bodily injury, property damage, personal injury and other loss arising out of Client's use and occupancy of the Space and presence on the Marina in connection with the Event, (ii) not contain an exclusion for marine liability and (iii) shall name Sun Communities, Inc., its affiliates and subsidiaries as "Additional Insured", as its/their interest(s) may appear.

B. Assumption of Risk. **Client agrees that SHM, Safe Harbor Marinas, LLC, SHM TRS, LLC, and their respective parents, subsidiaries, and affiliates, and the officers, agents and employees of each of the foregoing (collectively, "SHM Indemnitees") shall not be liable to Client or to any party claiming by, through or under Client for (and Client hereby releases SHM Indemnitees from any claim or responsibility for) any injury to persons or damage to or destruction, loss, or loss of use, or theft of any property of Client or of Client's officers, directors, employees, agents, representatives, licensees, invitees, guests, caterers or other vendors (collectively, "Client**

Parties") located in or about the Marina or of any injury (including death) of any Client Parties caused by casualty, theft, fire, third parties or any other matter or cause, even if such liabilities are caused solely or in part by the negligence of any SHM Indemnitee, but not to the extent such liabilities are caused by the gross negligence or willful misconduct of any such SHM Indemnitee.

C. Client's Indemnity**. Subject to the waiver of subrogation in Section 11.D below, Client hereby agrees to indemnify, protect, defend and hold harmless the SHM Indemnitees for, from and against all liabilities, claims, fines, penalties, costs, damages or injuries to persons, damages to property, losses, liens, causes of action, suits, judgments and expenses (including court costs, attorneys' fees, expert witness fees and costs of investigation), of any nature, kind or description of any person or entity, directly or indirectly arising out of, caused by, or resulting from (in whole or part): (i) Client's use, occupancy or enjoyment of the Space and the Marina, (ii) any property left in the Space after the End Time on the Event Date by a Client Party, (iii) any activity, work or other things done, permitted or suffered by a Client Party in or about the Space and Marina, (iv) any breach or default in the performance of any of Client's obligations under this License, (v) any act, omission, negligence or willful misconduct of a Client Party, or (vi) any damage to a Client Party's property; EVEN IF SUCH LIABILITIES ARE CAUSED SOLELY OR IN PART BY THE NEGLIGENCE OF ANY SHM INDEMNITEE, BUT NOT TO THE EXTENT SUCH LIABILITIES ARE CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY SUCH SHM INDEMNITEE. The foregoing indemnities shall survive termination or expiration of this License. Client shall immediately notify SHM of any damage or injury of which they have knowledge in, to, or near the Marina, regardless of the cause of such damage or injury.**

D. Waiver of Subrogation. Client hereby waives any and all rights of recovery against SHM based upon the negligence of SHM or its agents or employees for real or personal property loss or damage occurring to the Space or to the Marina or any personal property located on the Marina or in the Space from perils which are paid or reimbursed by an insurer of Client under any fire, extended coverage or other property insurance policy maintained by Client with respect to the Space (or which would have been paid had the insurance required to be maintained hereunder been in full force and effect). Client shall cause its insurance carrier to endorse all applicable policies waiving the carrier's rights of recovery under subrogation or otherwise against SHM.

11. Condition. SHM makes no representation or warranty relating to the suitability of the Space for the Event. By taking possession of the Space, Client shall be deemed to have accepted the Space in its "AS-IS", "WHERE-IS" and "WITH ALL FAULTS" condition. Client shall not permit any objectionable or unpleasant odors, smoke, dust, gas, noise or vibrations, nor take any other action which would constitute a nuisance or which would disturb or endanger any tenants of the Marina.

12. Surrender of Space.

A. On or before the Rental End Time on the Event Date, Client shall surrender the Space to SHM in as of good condition and repair as existed immediately prior to Client occupying the Space, reasonable wear and tear excepted. SHM shall be authorized to debit the credit card listed on the Damage/Cleaning Reimbursement Authorization attached as Exhibit B for the costs of any damage caused to the Marina by Client or its guests or vendors beyond ordinary wear and tear and/or the cost of any required clean up. In the event that any charges for such damage or cleaning work are declined by the credit card issuer or disputed by the card holder, Client shall remain responsible for any such damage and shall reimburse SHM for the costs of any required repairs within 10 days of SHM's written demand therefor. All past due payments shall bear interest from the date due until paid at the lesser of 12% per annum or the maximum lawful rate of interest. To the extent permitted by Law, SHM may charge Client a one-time fee equal to 5% of the delinquent payment that is not paid within 4 days of the applicable due date to reimburse SHM for its cost and inconvenience caused by such delinquent payment. The provisions of this Section shall survive the expiration of this License.

B. **The Client Representative is responsible for all clean up after the Event and must be the last person to leave the Event. Before leaving the Event, the Client Representative must conduct a walkthrough of the Space and must complete and sign the End of Night Checklist attached to this License as Exhibit C.**

13. Common Areas. Client, its guests, visitors and business invitees shall have the non-exclusive, revocable privilege AT THEIR OWN RISK to use the shared common areas and parking areas, subject to any posted rules and regulations of the Marina, the breach of which rules and regulations shall constitute a default under this License. Parking is on a first-come, first-served basis. SHM shall have the right to designate parking areas for use by Client and its guests and to post additional rules for parking areas.

14. Number of Guests. The Event may not be open to the general public and may only include invited guests. Client understands that the Base Fee and other amounts payable under this License were based on the estimated Number of Guests stated in the Basic Terms in the Space. SHM shall have the right to take an actual headcount of Client's guests and to bill Client if actual headcount exceeds 110% of the Number of Guests stated in the Basic Terms. Client acknowledges and agrees that in no event will the Event exceed the Maximum Occupancy for the Space permitted under the applicable certificate of occupancy, and SHM shall be entitled to dispel any occupants in excess of the number permitted by Law.

15. Force Majeure. In the event that SHM is unable, for reasons beyond its reasonable control, to make the Space available to Client on the Event Date for the Event, SHM shall not be liable to Client for, and Client hereby WAIVES and RELEASES SHM from, any and all liability, claims, demands, and causes of action whatsoever (including claims for increased costs related to procuring a substitute venue) arising out of or related to such unavailability of the Space on the Event Date. In such an event, Client shall have the option of choosing an alternate date to hold the Event (the "Alternate Event Date") from other available dates, at no extra charge to Client. If Client selects an Alternate Event Date that is reasonably acceptable to SHM, then the parties shall agree to such new date in a signed writing and the Alternate Event Date shall be deemed to be the Event Date and all obligations, rights, duties and privileges as set forth in this License shall remain binding on SHM and Client. If Client and SHM cannot agree upon an Alternate Event Date within 30 days of the original Event Date, then SHM shall refund to Client the full amount of the Base Fee (including the Deposit) and shall have no further obligations to Client under this License.

16. Revocation. SHM shall have the right to revoke this License at any time prior to the Event Date by notice to Client. In the event that SHM revokes the License prior to the Event for reasons other than nonpayment of fees or breach of this License by Client, SHM shall refund to Client the full amount paid by Client in connection with this License, including the entire Deposit.

17. Casualty/Condemnation. If the Space or a material portion of the Marina is (i) damaged by fire or other casualty or (ii) taken in condemnation or transferred by agreement in lieu of condemnation, SHM may terminate this License.

18. Assignment/Subletting. This License is personal to Client and any attempt by Client to directly or indirectly assign, sublet or otherwise transfer this License without Client's prior, written consent shall be invalid and void *ab initio*. SHM shall have the unrestricted right to transfer, assign and mortgage the Marina. "SHM" means the owner of the Marina from time to time. In the event of any sale, conveyance or lease of the Marina, the named SHM shall be released from obligations and liabilities on the part of SHM accruing from and after the date of such transfer.

19. Photos. Client grants SHM, its agents, employees, licensees, affiliates, successors and assigns, the absolute and irrevocable right, and unrestricted permission to use, reuse, publish, and republish any videos, photographs or other images that it has taken or commissioned (or may take or commission) of the Event and any derivative works without compensation.

20. Miscellaneous Provisions.

A. Notice. All notices, demands, approvals, and other communications provided for in this License must be in writing and shall be effective upon the earlier of the following to occur: (i) if personally delivered, when delivered to the recipient, (ii) if sent by overnight delivery service such as Federal Express or UPS, the business day following its

deposit with such overnight delivery service, (ii) if deposited in the United States mail, postage prepaid by registered or certified mail, return receipt requested, 3 business days thereafter, or (iv) if by email, when sent to the party's e-mail (if any), provided that either (1) a copy of such email is also sent on the following business day to the intended addressee by means described in clauses (i), (ii), or (iii) above or (2) the sender sooner receives a non-automated response email from the receiving party confirming receipt of such email. Unless changed in accordance with this Section, the parties' respective addresses are set forth above in the Basic Terms or following their respective signatures to this License.

B. No Waiver. No waiver by SHM or Client of any breach or default of any term, agreement, covenant or condition of this License shall be deemed to be a waiver of any other term, agreement, covenant or condition hereof or of any subsequent breach by SHM or Client of the same or any other term, agreement, covenant or condition. SHM's consent to or approval of any act by Client requiring SHM's consent or approval shall not be deemed to render unnecessary the obtaining of SHM's consent to or approval of any subsequent act of Client.

C. Governing Law/Jury Waiver. This License shall be governed by the laws of the State where the Marina is located. SHM AND CLIENT WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN CONNECTION WITH ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LICENSE.

D. Attorneys' Fees. If a lawsuit is brought by either party against the other for a breach or default under the terms of this License, the prevailing party shall be entitled to reasonable attorneys' fees.

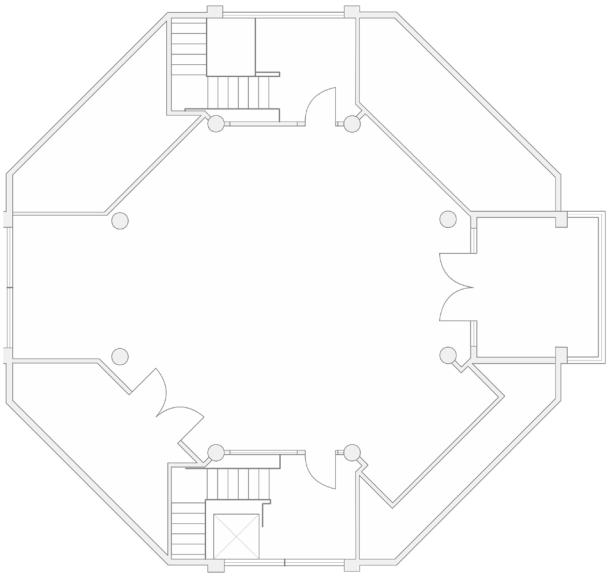
E. Time Periods. Except as otherwise expressly provided in this License, if the last day of any time period falls on a day that is not a business day, such time period shall be extended until the next succeeding business day, provided that the foregoing shall in no circumstances change the Event Date stated in the Basic Provision. For the purposes of this License, "business day" means any day that is not a Saturday, Sunday, a Federal holiday, or the day after Thanksgiving Day. Time is of the essence of each and every provision of this License.

F. Final Agreement; Other. The section and paragraph captions in this License are for convenience only and shall not be considered in the construction or interpretation of any provision hereof. In this License, (i) the singular includes the plural and the plural includes the singular and the masculine gender includes the feminine and neuter and vice versa and (ii) "or" means "and/or" and (iii) "including" or "include" means "including without limitation." This License may be executed in one or more counterparts, including facsimile signatures (e.g., pdf. files transmitted by email) or digital signatures affixed to electronic counterpart signature pages using digital signature software that electronically captures, or allows a signatory to adopt, an identifying mark as such person's signature to this License (e.g., DocuSign®). This License shall be binding upon, and inure to the benefit of the parties hereto, their heirs, executors and administrators and permitted successors and assigns. If any part of this License shall be held unenforceable for any reason, the remainder of this License shall continue in full force and effect. If any provision of this License is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited. This License, including the Basic Terms, Standard License Provisions and the Exhibits attached hereto contain all of the agreements of the parties hereto with respect to any matter covered or mentioned in this License, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose. In the event of any conflict between the provisions of the Basic Terms and the provisions of the Standard License Provisions, the Standard License Provisions shall control. No provision of this License may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest.

[*Remainder of Page Blank – Exhibits Follow*]

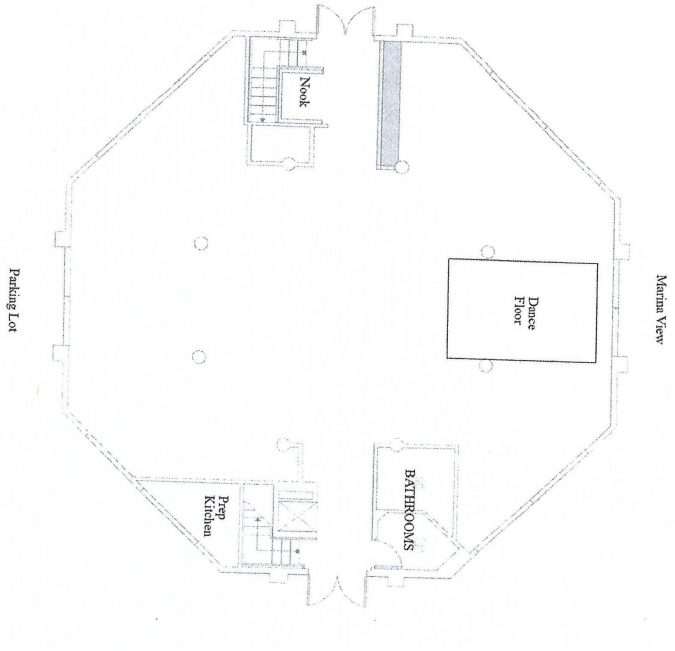
EXHIBIT A

Drawing of the Space



Upstairs

Downstairs empty



Downstairs (with chair example)

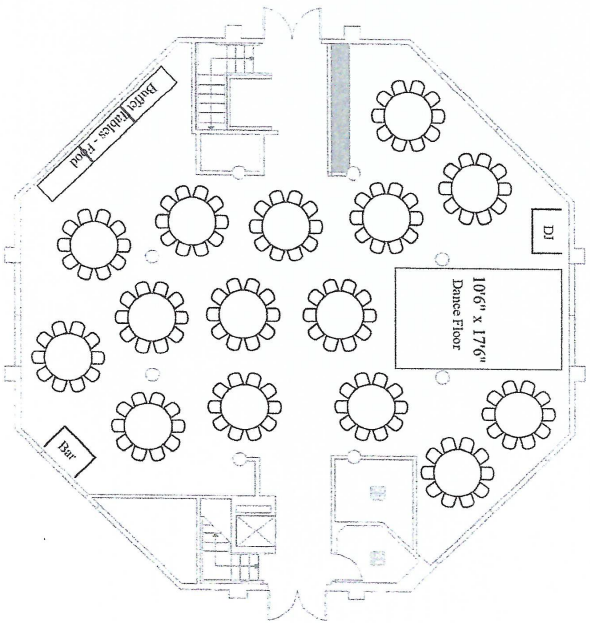


EXHIBIT B

Damage/Cleaning Reimbursement Authorization

The undersigned authorize SHM South Bay, LLC to charge the below credit card or debit card that is on file with the Marina for any additional fees as a result of damage or cleaning ($250 per hour) to the Space or Marina caused by Client or its guests and vendors in connection with the Event described in the Event Space License agreement to which this authorization form is an exhibit. Any time spent in the Pavilion after midnight will be charged the rate of $400/hour in addition to any other fees or charges.

I certify that I am an authorized user of the credit card or debit card and that I will not dispute the payment with my credit or debit card company so long as the transaction corresponds to the terms indicated in this form.

Last Four Digits of Credit Card Number: _____

Expiration Date: _____ Security Number: _____

Credit Card: Visa MasterCard American Express

Cardholder Signature: _____ Date: _____

EXHIBIT C

Event Rental End of Night Checklist

Marina Employee on duty_____

Client Representative Name _____

The Client Representative is responsible for all clean up after Event and must be the last person to leave the Event.

Before leaving the Event, the Client Representative must conduct a walk through with Marina staff and complete and sign off on this checklist.

- ☐ All chairs and & tables are wiped clean and free of stains
- ☐ All chairs are laid against the tables
- ☐ All trash is picked up
- ☐ All trash bags are tied shut and deposited in the appropriate dumpsters/barrels
- ☐ All decorations are taken down and/or cleaned up
- ☐ All customer belongings are removed from the Marina
- ☐ ALL ALCOHOL is removed from Marina – NO EXCEPTIONS
- ☐ All payments made in full (Ice, Store Purchases, etc.)

Ice Sold: 20#_____

__7#_____

Broken: _____

_____

_____

Missing Items: _____

_____

_____

Comments: _____

_____

_____

Marina Staff Signature _____ Date_____

Client Representative Signature _____ Date _____

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board **BOARD MEETING DATE:** September 12, 2024

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH SCHOOL SERVICES OF CALIFORNIA

BACKGROUND INFORMATION:
Throughout the year, the District uses the resources of School Services of California Inc. for guidance regarding issues of school finance, legislation, school budgeting, general fiscal issues, and the State Mandated cost claims process. These resources are invaluable in keeping up with the constantly changing financial landscape of the State.

The District would like to renew the annual agreement with School Services of California, Inc. for Fiscal and Management Information Services from October 1, 2024 to September 30, 2025. The cost implications for these services are estimated at $4,680.00 and $800.00 for the electronic version of the CADIE and SABRE reports plus additional expenses that may be incurred.

RECOMMENDATION:
Approve the agreement with School Services of California, Inc. for Fiscal and Management Information Services for fiscal year 2024-25 at an estimated cost of $5,480.00 from the General fund.

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	

$5,480.00	General Fund
(Amount)	(Name of funding source and/or location)

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

Docusign Envelope ID: BB1DD338-CA64-4602-A5F4-2DF23614C06F

Client Name: SAN YSIDRO ESD
Client # 00220078815 P.O. #_____

AGREEMENT FOR SPECIAL SERVICES
Fiscal and Management Information Services

This is an Agreement between the **CLIENT**, as defined above, and **SCHOOL SERVICES OF CALIFORNIA INC.,** hereinafter referred to as "Consultant," entered into as of October 1, 2024 .

RECITALS

WHEREAS, the Client needs assistance regarding issues of school finance, legislation, school budgeting, general fiscal issues, and the state-mandated program cost claims process; and

WHEREAS, the Consultant is professionally and specially trained and competent to provide these services; and

WHEREAS, the authority for entering into this Agreement is contained in Section 53060 of the Government Code and such other provisions of California law as may be applicable;

NOW, THEREFORE, the parties to this Agreement do hereby mutually agree as follows:

1. The Consultant agrees to perform such duties relating to issues of school finance, including:

   a. Electronic delivery of the *Fiscal Report* containing information on issues of school finance, budgets, or practices and policy issues that impact local educational agency fiscal and education policies.

   b. An analysis of all major school legislation affecting public education and information related to their progress through the California State Legislature and implementing state agencies, if applicable.

   c. Participation at the Consultant's school finance conferences and workshops at the Consultant's client rate.

   d. Up to 12 hours of service annually as the Client directs on fiscal issues, including analysis of specific local educational agency revenue or expenditure issues, analysis of specific legislative or regulatory issues, and a "quick query" service to provide telephone response to specific fiscal questions of the Client.

Docusign Envelope ID: BB1DD338-CA64-4602-A5F4-2DF23614C06F

Services for which the base service hours may not be used include Client-specific economy, efficiency, or management consulting services, executive searches, legislative representation or advocacy; appearance as an expert witness; provision of depositions or declarations for local educational agency legal issues; major customized research projects or studies; or on-site speeches or presentations.

2. If the Client is a county office of education, the county office of education agrees that any information received from the Consultant shall be for the use of the county office of education only and shall not be provided by the county office of education to local educational agencies over 500 average daily attendance (ADA). Local educational agencies under 500 ADA are eligible to receive service as deemed appropriate by the county office of education.

3. The Client agrees to pay to the Consultant for services rendered under this Agreement:

   a. $ 4,680 annually, plus expenses, for the services listed in Item 1 above, upon receipt of billing from the Consultant.

   b. For all requested services in excess of 12 direct service hours as indicated in Item 1d above in the 12-month period, the applicable hourly rate for the person(s) performing the services shall apply.

   c. "Hours" are defined as hours of direct service to the Client, as well as reasonable travel time to and from the Client's site.

   d. "Expenses" are defined as actual, out-of-pocket expenses, such as travel, meals, shipping, and duplication of materials.

4. This Agreement shall be for the period of one year, beginning October 1, 2024, and terminating September 30, 2025. This Agreement may be terminated prior to September 30, 2025, by either party on 30 days' written notice. In the event that the Client elects to terminate services at the end of the Agreement, the Client shall give a 30-day written notice of nonrenewal. The Consultant will provide continuing services for 90 days after the expiration date of the Agreement or until the Client provides written notice. The Client is responsible for these accrued charges and the Consultant may bill these additional days. In the case of cancellation, the Client shall be liable for any costs accrued to the date of cancellation under Item 3 above.

Docusign Envelope ID: BB1DD338-CA64-4602-A5F4-2DF23614C06F

5. It is expressly understood and agreed to by both parties that the Consultant, while carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the Client.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as indicated below:

By: _____ Date: _____
Marilyn Adrianzen
Chief Business Offical
SAN YSIDRO ESD

Board approved: _____

By: _____ Date: 8/16/2024
John D. Gray
President/CEO
School Services of California Inc.

Docusign Envelope ID: BB1DD338-CA64-4602-A5F4-2DF23614C06F

Order CADIE/SABRE?: Yes [X] **No** [ ]

Contract period: 10-01-24 **to** 09-30-25 **P.O. #**_____

ADDENDUM A
TO SPECIAL SERVICES AGREEMENT

As a client of School Services of California Inc., you have the option of purchasing either or both of our **CADIE** and **SABRE** reports at the client rate. The following information describes the **CADIE** and **SABRE** reports, and the form at the bottom of the page to order the reports.

The **C**omparative **A**nalysis of **D**istrict **I**ncome and **E**xpenditures (**CADIE**) is a comprehensive computer-generated report comparing your district's revenues and expenditures to those of 40 other districts *(two reports with 20 districts in each)* of your choice throughout the state. Well over 300 comparisons are made using SACS, CBEDS, and CALPADS data.

The **CADIE** includes comparative graphic data expenditures by ADA, tabular information showing per ADA and percentage distribution of district revenues and expenditures, staffing levels, and tables that show—on an ADA and percentage basis—how your district spent its dollars for the prior three years. The report is comprehensive, yet easy to use.

The **S**alary **A**nd **B**enefits **Re**port (**SABRE**) is generated from the CDE's Certificated Teachers Salary and Benefit data (Form J-90) and provides up to 38 side-by-side comparisons of your district with those of 40 other districts (*two reports with 20 districts in each)* of your choice on certificated salaries, health and welfare benefits, and work days.

The **SABRE** includes ten graphical displays and 27 comparison tables with side-by-side analysis for certificated non-management. It also includes the actual salary and benefit schedules and other selected data important for compensation evaluation in an easy-to-read format.

The analytical uses of the **CADIE** and **SABRE** reports are unlimited. If these products are needed for negotiations, they may be fully reimbursable as part of your mandated cost claim if you have chosen to file mandate claims for this year.

WITH REPORT PURCHASE, YOU ARE ENTITLED TO TWO CADIES AND TWO SABRES

Please check the appropriate items below: [ ] Current year 2022-23 [ ] Next year 2023-24**

Electronic Version:		Hardcopy Version:	
___CADIE only	$500	___CADIE only	$600
___SABRE only	$350	___SABRE only	$450
_X_CADIE & SABRE	$800	___CADIE & SABRE	$1000

Select either:

_X_ Use the same districts as last year

OR two of the following:

___ Use districts of similar type and size
___ Use districts geographically close to mine
___ Use districts with similar unduplicated pupil percentage

Reports are a year behind as the data is released by the CDE.
**Next year: SABRE will be released in December 2024, CADIE will be released in March 2025

District Name: San Ysidro School District
Contact Name: Marilyn Adrianzen, CBO
Address (no P.O. boxes please): 4350 Otay Mesa Road, San Ysidro, CA 92173
Telephone with extension: 619-428-4476 x3003
Email Address: marilyn.adrianzen@sysdschools.org

Signature: _____ Board approved: _____
Print Name: Marilyn Adrianzen, CBO Date: _____

By completing this Addendum A, and submitting with the contract, the Client agrees to pay for these reports upon receipt of the products and appropriate billing.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board **BOARD MEETING DATE:** September 12, 2024

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH TAQUIZAS VICTOR INC.

BACKGROUND INFORMATION:
During the school year, the District would like to recognize staff and students for their accomplishments. On occasions a celebration event includes food catering services. The District would like to have a list of authorized food vendors for such events. Services being provided are on an "as needed" basis and optional.

Term: July 1, 2024 to June 30, 2025

RECOMMENDATION:
Approve the agreement with Taquizas Victor Inc. to provide catering services for school-related events on an "as needed" basis. Cost implications will be paid from school donation accounts.

LCAP 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	

TBD	Various Donations Accounts
(Amount)	(Name of funding source and/or location)

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

SERVICE AGREEMENT

This agreement is made and entered into this 9th day of August, 2024, by and between the San Ysidro School District, hereinafter called the "District", and

Taquizas Victor Inc.	619-587-3421
Company/Vendor	Telephone Number
1625 Jasper Avenue, Chula Vista, Ca 91911	N/A
Address	Website

hereinafter referred to as "Vendor."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

Scope of Services. In compliance with all terms and conditions of this Agreement, the Vendor shall provide those services specified in the Vendor Services Documentation ("attached documents") attached hereto as ***EXHIBIT "A"*** and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the District entering into this Agreement, Vendor represents and warrants that Vendor is a provider of first class work and services and Vendor is experienced in performing the work and services contemplated herein and, in light of such status and experience, Vendor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials shall be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class companies 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. Vendor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Vendor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Vendor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless District against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against District hereunder.

1.2 TERM

From: July 1, 2024 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 Vendor for the specified services as reflected on ***EXHIBIT A*** during this contract term.

2.2 PAYMENTS
Vendor shall submit to District an itemized invoice which indicates work completed by Vendor. District shall review each invoice and/or receipts submitted to determine that the work performed, and expenses incurred are in compliance with the provisions of this Agreement. District shall pay Vendor within 30-days of receipt of an acceptable invoice from Vendor.

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 Vendor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval or ratification of the Contract Officer. However, any increase in compensation beyond the Contract Sum, for services beyond what is contemplated in the Contract, must be approved or ratified by the Board of Education in a signed writing prior to any payment. Additionally, any other increases, extensions or renewals must be approved in writing by the Board of Education. It is expressly understood by Vendor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Vendor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Vendor anticipates and that Vendor shall not be entitled to additional compensation therefore unless specifically authorized pursuant to the terms of this section.

4 RESPONSIBLIITIES OF VENDOR

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

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

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

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

control. Vendor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law.

4.5 LAWS AND REGULATIONS
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 and COVID requirements as stated in ATTACHMENT NO. 2 to this agreement. Vendor shall be liable for all violations of such laws and regulations in connection with Services.

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

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

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

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

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

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

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

Additional Insured Status - Endorsement

The San Ysidro School District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy and Professional Liability (Errors & Omissions) with respect to liability arising out of work or operations performed by or on behalf of the Vendor 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 Vendor's/SubVendor'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 **Vendor's insurance coverage shall be primary** insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Vendor's insurance and shall not contribute with it.

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

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

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

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

Verification of Coverage

Vendor/SubVendor/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 Vendor's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

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

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

5.2 SUSPENSION OF SERVICES

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

5.3 TERMINATION OF AGREEMENT

(1) Termination. District may, by written notice to Vendor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Vendor of such termination, and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. Upon termination, Vendor shall be compensated only for those services which have been adequately rendered to District to date of the notice of termination and Vendor shall be entitled to no further compensation. Vendor may not terminate this Agreement except for cause.

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

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

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

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY (If applicable)

(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 Vendor pursuant to this Agreement, shall be the sole property of the District, except that Vendor shall have the right to retain copies of all such documents and data for its records. District shall not be limited in any way in its use of such materials and data at any time, provided that any such use not within the purposes intended by this Agreement.

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

5.5 SAFETY

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

5.6 PROJECT STAFFING

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

5.7 INDEMNIFICATION

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

Vendor agrees with the provisions of Education Code Section 45125.1 regarding the submission of fingerprints to the California Department of Justice. Vendor shall not be permitted to have any contact with District pupils until such time as Vendor has verified in writing to the District that they have complied with Educational Code Section 45125.1. (**Please complete ATTACHMENT NO. 1 - School Safety Certification Form.)**

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

If food service is included in this Agreement, a copy of the County of San Diego, Food Handlers Permit shall be provided.

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.

VENDOR:	**Taquizas Victor**	
Name:	Victor Alonso	Debora Alonso
Title:	Owner	Secretary
Address:	1625 Jasper Ave.	1625 Jasper Ave.
City/State/Zip Code:	Chula Vista, CA 91911	Chula Vista, CA 91911
Telephone:	619-587-3421	619-587-3421
Email:	Deby_alba@hotmail.com	Deby_alba@hotmail.com

DISTRICT:	**San Ysidro School District**	
Name:	Marilyn Adrianzen	
Title:	Chief Business Official	
Address:	4350 Otay Mesa Road	
City/State/Zip code:	San Ysidro, CA 92173	
Telephone:	(619) 428-4476	(619) 428-4476 x3003
Email:	Marilyn.adrianzen@sysdschools.org	Patricia.caro@sysdschools.org

6 ENTIRE AGREEMENT

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

7 WARRANTY OF AUTHORITY:

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

VENDOR

Taquizas Victor
Firm Name

Signature of Authorized Agent

Print Name, Title

Date:

DISTRICT

San Ysidro School District
Firm Name

Signature

Marilyn Adrianzen, Chief Business Official
Print Name, Title

Date

Board Approved:

Revised 02-24-23

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

ATTACHMENT NO. 1

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/Vendor's employees and/or SubVendors/Subcontractors may have contact with pupils**.

_____(*Initial*) As required under Education Code Section 45125.1, subdivision (a), Vendor shall require their employees, including the employees of any sub-Vendor 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*) Vendor shall not permit any employee to perform services that may come in contact with pupils under this contract until the Department of Justice has determined that the employee has not been convicted of a felony or has no criminal charges pending for a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

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

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

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

_____(*Initial*) Vendor's individuals/employees and/or SubVendors/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 Vendor's employees/individuals and/or SubVendors/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 Vendor's and SubVendor'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 09-13-18

ATTACHMENT NO. 2

COVID-19 Vaccination & Testing Requirements

The San Ysidro School District ("District") is a public agency that has a duty to implement health and safety protocols to address COVID-19 in accordance with all state and local regulations. As a Contractor/Vendor for 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.

It is the responsibility of the Contractor/Vendor to ensure there is no interruption of service to District if the Contractor/Vendor and any employee, volunteer and/or agent of the Contractor/Vendor fails to adhere to COVID-19 state and local regulations. Failure by the Contractor/Vendor to comply with the terms of this Addendum or any applicable county or state health order, may result in termination of the agreement to provide services.

This Addendum is hereby incorporated into the Agreement as though fully set forth. No other terms or conditions of the Agreement are changed, and in the event of a conflict the terms of this Attachment No. 2 shall prevail.

EXHIBIT A

These services are optional and at Principal's and District's discretion for school-related events for staff and/or students. This is to authorize the Vendor "Taquizas Victor" to conduct business on District facilities. Any order forms from vendor require School Principal and District's authorized representative (CBO) signatures.

- Vendor will provide a current County of San Diego Health Department Food Handlers Permit before providing services.
- Vendor's employees' must wear protective masks and gloves during the event.
- **If the event includes students/children, a Certificated staff member and/or a parent/guardian must accompany student(s) at all times.**

Vendor will provide catering ONSITE service. Cooking onsite is authorized in a safe outdoor area.

Vendor is to provide a detailed order form that includes the service and price. If moving forward with an order, Vendor will provide an invoice that indicates the total cost so that payment can be processed. See attached Vendor packages and food prices.

- Vendor must have a Purchase Order number **before** services are provided.
- No reservation payment will be required to reserve the order.
- No Travel fee will apply.
- Once the order is submitted and Principal/District approves the order, an invoice will be provided for payment processing. See agreement for more details.

_____
Taquizas Victor's Authorized Representative
Signature

1625 Jasper Ave. Chula Vista Ca 91911	
Tax ID 800-2027-17	
DIRECT ALL INQUIRIES TO:	***Office Hours Monday- Sunday***
Deborah Alonso G.	***10 am to 9 pm***
Cel: 619-587-3421 or 619-737-0471	
taquizasvictor@hotmail.com	

Let us bring authentic Mexican street tacos to your special event! We make your event successful with delicious food, and bring the authentic taqueria experience to your event!

The meats are always cooked on site at your event with charcoal and propane, and are accompanied with handmade corn tortillas from scratch. We guarantee 5 tacos per person with all of our packages.

We cook a variety of different meats! Carne Asada (Beef), Pollo Asado (Chicken), Al Pastor (Pork), and Cabeza at an extra cost (Cow's cheek, tongue, etc.)

*Please inform us upon booking your event of any allergies, we can share with you accommodations we offer for gluten allergies, vegan/vegetarian options.

*Tips are always appreciated but optional

Select from our packages based on the amount of people at your event

---

Package for 35 people at $600(plus tax) includes:

- Option for two different kinds of meat (except Cabeza)
- Serving time for 2 hours (Set up time an hour and a half before the event)
- Handmade fresh corn tortillas, as well as flour tortillas
- Monterrey Jack cheese for quesadillas, mulitas, quesatacos
- All taco toppings included: onions, cilantro, guacamole, and salsa

    - Same salsa compliments all meats except Al Pastor and Cabeza (These salsas will be provided if these meats are selected)
- Side orders of Mexican rice, Frijoles de la olla (pinto beans), tortilla chips, grilled onions, grilled jalapeños, radishes, and limes
- Plates, utensils, and napkins

Package for 55 people at $880 (plus tax) includes:

- Option for three different kinds of meat (except Cabeza)
- Serving time for 2 hours (Set up time an hour and a half before the event)
- Handmade fresh corn tortillas, as well as flour tortillas
- Monterrey Jack cheese for quesadillas, mulitas, quesatacos
- All taco toppings included: onions, cilantro, guacamole, and salsa
    - Same salsa compliments all meats except Al Pastor and Cabeza (These salsas will be provided if these meats are selected)
- Side orders of Mexican rice, Frijoles de la olla (pinto beans), tortilla chips, grilled onions, grilled jalapeños, radishes, and limes
- Plates, utensils, and napkins

Package for 75 people at $1,240(plus tax) includes:

- Option for three different kinds of meat (except Cabeza)
- Serving time for 2 hours (Set up time an hour and a half before the event)
- Handmade fresh corn tortillas, as well as flour tortillas
- Monterrey Jack cheese for quesadillas, mulitas, quesatacos
- All taco toppings included: onions, cilantro, guacamole, and salsa
    - Same salsa compliments all meats except Al Pastor and Cabeza (These salsas will be provided if these meats are selected)
- Side orders of Mexican rice, Frijoles de la olla (pinto beans), tortilla chips, grilled onions, grilled jalapeños, radishes, and limes
- Plates, utensils, and napkins

Package for 85 people at $1,400(plus tax) includes:

- Option for three different kinds of meat (except Cabeza)
- Serving time for 2 hours (Set up time an hour and a half before the event)
- Handmade fresh corn tortillas, as well as flour tortillas
- Monterrey Jack cheese for quesadillas, mulitas, quesatacos
- All taco toppings included: onions, cilantro, guacamole, and salsa
    - Same salsa compliments all meats except Al Pastor and Cabeza (These salsas will be provided if these meats are selected)
- Side orders of Mexican rice, Frijoles de la olla (pinto beans), tortilla chips, grilled onions, grilled jalapeños, radishes, and limes
- Plates, utensils, and napkins

Package for 100 people at $1,600 (plus tax) includes:

- Option for three different kinds of meat
- Serving time for 2 hours (Set up time an hour and a half before the event)
- Handmade fresh corn tortillas, as well as flour tortillas
- Monterrey Jack cheese for quesadillas, mulitas, quesatacos
- All topping included onions, cilantro, guacamole, and salsa
    - Same salsa compliments all meats except Al Pastor and Cabeza (These salsas will be provided if these meats are selected)
- Side orders of Mexican rice, Frijoles de la olla (pinto beans), tortilla chips, grilled onions, grilled jalapeños, radishes, and limes
- Plates, utensils, and napkins

Package for 120 people at $1,600 (plus tax) includes:

- Option for three different kinds of meat
- Serving time for 2 hours (Set up time an hour and a half before the event)
- Handmade fresh corn tortillas, as well as flour tortillas
- Monterrey Jack cheese for quesadillas, mulitas, quesatacos
- All topping included onions, cilantro, guacamole, and salsa
    - Same salsa compliments all meats except Al Pastor and Cabeza (These salsas will be provided if these meats are selected)
- Side orders of Mexican rice, Frijoles de la olla (pinto beans), tortilla chips, grilled onions, grilled jalapeños, radishes, and limes
- Plates, utensils, and napkins

Package for 150 people at $2,100 (plus tax) includes:

- Option for three different kinds of meat
- Serving time for 2 hours (Set up time an hour and a half before the event)
- Handmade fresh corn tortillas, as well as flour tortillas
- Monterrey Jack cheese for quesadillas, mulitas, quesatacos
- All topping included onions, cilantro, guacamole, and salsa
    - Same salsa compliments all meats except Al Pastor and Cabeza (These salsas will be provided if these meats are selected)
- Side orders of Mexican rice, Frijoles de la olla (pinto beans), tortilla chips, grilled onions, grilled jalapeños, radishes, and limes
- Plates, utensils, and napkins

Aguas Frescas/ Fresh Fruit Beverages

We have a selection of aguas frescas you can add to your package at an extra cost of $70. Each jug holds 5 gallons of whichever beverage you choose. We will provide ice and cups as a courtesy. Our most loved aguas are our Agua de Jamaica (Hibiscus), Agua de Horchata (Rice drink), lemonade, and iced tea. Please contacts us if you'd like any other drinks.

Terms and Conditions

Reservation, Rescheduling and Cancellation

- If you would like our service for an extra hour we can, at an extra fee

Location and Setup

- We require a space of 10 by 12 feet for our setup
- We will require an extra fee if you wish for us to setup on sand/beach.

Others

- All leftover food is yours, we can provide disposable containers for your convenience.

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: September 12, 2024

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

FROM:
Business Services
Marilyn Adrianzen,
Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: AMENDMENT NO. 1 TO THE BEST BEST & KRIEGER LLP AGREEMENT

BACKGROUND INFORMATION:
Best Best & Krieger (BBK) shall provide Counsel legal services as requested by the District pertaining to legal matters that currently exist or that might arise in the future for which the District seeks representation by Counsel, including matters related to labor and employment, general education, special education, business services, facilities, governmental relations, public agency litigation and charter schools.

The Board approved the 3-year agreement with Best Best & Krieger LLP on July 11, 2024 (July 1, 2024 - June 30, 2027). Amendment No. 1 revises Section 4 regarding Compensation to include Pension Consultant services at a rate of $279 per hour retroactive to July 1, 2024.

RECOMMENDATION:
Approve/Ratify Amendment No. 1 to the Best Best & Krieger LLP Agreement to include pension consultant services retroactive to July 1, 2024. Cost implications will be paid from the General fund.

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	

Per Rates on the Agreement	General Fund
(Amount)	(Name of funding source and/or location)

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

FIRST AMENDMENT TO THE LEGAL SERVICES AGREEMENT BETWEEN SAN YSIDRO SCHOOL DISTRICT AND BEST BEST & KRIEGER LLP

The Agreement between San Ysidro School District and Best Best & Krieger LLP for fiscal year July 1, 2024 through June 30, 2025, is hereby amended as follows:

1. Section 4 regarding Compensation is hereby amended to include an hourly rate for the services of a Pension Consultant at the rate of $279 per hour retroactive to July 1, 2024.

SIGNATURES OF AUTHORIZED REPRESENTATIVES

SAN YSIDRO SCHOOL DISTRICT

By:_____
Gina Potter, Ed.D

Date: _____

BEST BEST & KRIEGER LLP

By:_____
Joseph Sanchez, Partner

Date: August 29, 2024

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: September 12, 2024

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 C-BELOW, INC.

BACKGROUND INFORMATION:
On June 13, 2024, Staff developed a Request for Proposals ("RFP") to provide Professional Services to the District for Utility and Subsurface Mapping Services for the Community Resource Center at Beyer Project. The RFP received two (2) responses, and C-Below, Inc. was selected as the proposal to offer the best total value for the District.

Work is expected to start soon after September 6, 2024, with completion by December 31, 2024.

Staff is requesting approval by the Board of this Agreement for Utility and Subsurface Mapping Services for both the Community Resource Center at Beyer Site Project for $10,760.00, respectively.

RECOMMENDATION:
Approve the agreement with, C-Below, Inc.to provide Utility and Subsurface Mapping Services for the Community Resource Center at Beyer Project in the amount of $10,760.00 from the General Obligation Bonds.

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	

$10,760.00	MEASURE U, G.O. BOND FUNDS (2133)
(Amount)	(Name of funding source and/or location)

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

AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN SAN YSIDRO SCHOOL DISTRICT AND C BELOW, INC.

1. **Parties and Date.**

This Agreement ("Agreement") is made and entered into this NINTH day of AUGUST, 2024, by and between **SAN YSIDRO SCHOOL DISTRICT** ("DISTRICT") and **C BELOW, 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 **SUBSURFACE UTILITY MAPPING** services for **THE COMMUNITY RESOURCE CENTER AT BEYER PROJECT** (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) Use of sub-consultants and subcontractors. In the event utilized, Consultant to provide listing as outlined in Exhibit “D”

(h) 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.

(i) Iran and Russia Sanctions: Consultants and its sub-consultants and subcontractors acknowledge and will adhere to Russia Sanctions as stated in Presidential Executive Order 14065 and California Executive Order N-6-22 and Iran sanctions required by

Public Contract Code section 2204 for contracts of $1,000,000 or more. Consultant to sign and return Exhibit C for all agreements of $1,000,000 or more.

(j) California Air Resources Board (CARB). Consultant and its sub-consultants and subcontractors acknowledge and will adhere to Off-Road Diesel Certification requirements. In the event off-road diesel vehicles and or equipment is utilized while performing contracted services, consultant will provide CARB Certificates of Reported Compliance ("CRC") to the district.

(k) Insurance. Consultant and that of its consultants and subcontractors 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; and (4) *Professional Liability:* Coverage which is appropriate to the Consultant's profession, or that of its consultants or subcontractors.

(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; and (4) *Professional 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. This insurance shall be endorsed to include contractual liability and maintained for a period of five (5) years following completion of the Project, errors and omissions liability insurance with limits discussed in this Section.

(4) All Coverages. Each insurance policy required by this Agreement (A) 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.

(iii) ASeparation 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 on an annual basis and/or when deemed expired, whichever comes first.

(l) 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 life saving 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.

(m) Project Staffing. Consultant shall provide adequate staff and resources to facilitate all Consultant'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 45 days of receipt of Consultant's itemized statement.

(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:

C BELOW, INC.
1385 Old Temescal Road
Suite 100
Corona, CA 92881

Attn: **VICTORIA FRANCO**
victoriaf@cbelow.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

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.

Tuberculosis Certification. Proposer and/or Subcontractor shall at all times comply with the tuberculosis certification requirements as set forth with the requirements of California Education Code Section 49406. Proposer shall maintain on file the certification of examination and tests found free from active tuberculosis.

THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

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	**C BELOW, INC.**
By:	**By:** Nicholas Loera
Name: Marilyn Adrianzen	**Name:** Nick Loera
Title: Chief Business Official	**Title:** VP of Sales and Marketing
Attest:	**Attest:**
By:	**By:** Ashley Salvino
Name:	**Name:** Ashley Salvino
Title:	**Title:** Regional Vice President
Board Approved:	85-0750057 **Federal Tax I.D. Number:**

EXHIBIT "A"
SCOPE OF SERVICES

Utility Locating Scope of Work

C Below will provide a comprehensive Utility Investigation of the outlined area shown on Exhibit A (last page of proposal).

The purpose of this investigation is to find all utilities outlined below to quality level (QL) B per ASCE 38-02. (see attached documentation on available quality levels).

C Below will exhaust any and all utility locating methods, plus "tribal knowledge", to positively identify the horizontal and vertical locations of the utility lines.

This includes utilizing the equipment listed below:

- Electromagnetic Locator (Locator)
- Locatable CCTV Push Camera. No video will be provided unless specifically included in your quote. (Push Cam)
- Ground Penetrating Radar (GPR).
- Locatable Duct Rodder (Ram Rod).
- Crawler Camera and lateral Launch Equipment if specifically included in your quote.(Crawler)

Deliverables- Utility locations along with depth estimates will be marked directly on the surface (Please reference your Markings Card for explanations of these.)

Mapping Scope of Work

At the completion of this project the client will be provided a comprehensive 2D utility map in CAD and PDF. Client shall provide CAD background for utilities to be added to. While our maps do include utility depth estimates from the surface, survey elevations are not included unless specifically requested at the time of this estimate.

PHASE 1 | Utility Mark Out w/ Waterbased Paint. Utility marks will remain on the site unless the client has hired C Below to remove the markings.

PHASE 2 | C Below's Mapping Team will pick up the markings with the depth estimates from PHASE 1. Mapping shall be completed within a reasonable time frame to assure integrity of marks.

PHASE 3 | Quality review with the Lead Technicians and the Mapping Team to ensure the quality of the deliverable and applicable notes.

END OF EXHIBIT "A"

EXHIBIT "B"
COMPENSATION FOR SERVICES

Product Line Items

	Estimated Costs
Utility Locating	$7,970.00
Mapping	$2,790.00
Total USD	**$10,760.00**

Estimate Worksheets

Utility Locating

Item	Quantity	Unit	Unit Price	Total
Locating | Certified Supervising Technician	16	HR	$195.00	$3,120.00
Locating: Trained Certified Assistant Technician	16	HR	$180.00	$2,880.00
Locating | Travel Time | Crew	4	EA	$255.00	$1,020.00
Project Coordination	6	HR	$95.00	$570.00
Administrative	4	HR	$95.00	$380.00
			Subtotal	**$7,970.00**

Mapping

Item	Quantity	Unit	Unit Price	Total
Mapper | Certified Supervising Technician	8	EA	$230.00	$1,840.00
Drafting | In-house Drafting in AutoCAD	4	HR	$150.00	$600.00
Single Tech | Travel Time | Equipment	2	EA	$175.00	$350.00
			Subtotal	**$2,790.00**

END OF EXHIBIT "B"

EXHIBIT "C"

IRAN CONTRACTING ACT CERTIFICATION

(Public Contract Code sections 2202-2208)

(To be Executed by Consultant and Submitted with Contract for agreements of $1,000,000 or more)

As required by Public Contract Code ("PCC") section 2204 for contracts of $1,000,000 or more, please insert bidder's or financial institution's name and Federal ID Number (if available) and complete **one** of the options below. Please note that California law establishes penalties for providing false certifications, including civil penalties equal to the greater of $250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (PCC §2205.)

NOT APPLICABLE

END OF EXHIBIT "C"

EXHIBIT "D"
SUB-CONSULTANTS & SUBCONTRACTORS
(To be Executed if Sub-Consultants and or Subcontractors utilized)

DESIGNATION OF SUBCONTRACTORS

Service provider shall set forth below the name and the location of the place of business of each sub-consultant or subcontractor, the DIR registration number and California license number of each sub-consultant or subcontractor who will perform work or labor or render services as part of agreement.

Portion of Work	Name of Sub-consultants and Subcontractor & Phone No.	Location of Sub-consultants and Subcontractor	CA Contractor License Number and License Class	**DIR#&** Classification	Email Address

END OF EXHIBIT "D"

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: September 12, 2024

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 C-BELOW, INC.

BACKGROUND INFORMATION:
On June 13, 2024, Staff developed a Request for Proposals ("RFP") to provide Professional Services to the District for Utility and Subsurface Mapping Services for the San Ysidro Middle School Revitalization Project. The RFP received two (2) responses, and C-Below, Inc. was selected as the proposal to offer the best total value for the District.

Work is expected to start soon after September 6, 2024, with completion by December 31, 2024.

Staff is requesting approval by the Board of this Agreement for Utility and Subsurface Mapping Services for the San Ysidro Middle School Revitalization Project for $74,810.00, respectively.

RECOMMENDATION:
Approve the agreement with C-Below, Inc. to provide Utility and Subsurface Mapping Services for the San Ysidro Middle School Revitalization Project in the amount of $74,810.00 from the General Obligation Bonds.

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	

$74,810.00	MEASURE U, G.O. BOND FUNDS (2133)
(Amount)	(Name of funding source and/or location)

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

AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN SAN YSIDRO SCHOOL DISTRICT AND C BELOW, INC.

1. **Parties and Date.**

This Agreement ("Agreement") is made and entered into this NINTH day of AUGUST, 2024, by and between **SAN YSIDRO SCHOOL DISTRICT** ("DISTRICT") and **C BELOW, 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 **SUBSURFACE UTILITY MAPPING** services for **THE SAN YSIDRO MIDDLE SCHOOL REVITALIZATION PROJECT** (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) Use of sub-consultants and subcontractors. In the event utilized, Consultant to provide listing as outlined in Exhibit “D”

(h) 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.

(i) Iran and Russia Sanctions: Consultants and its sub-consultants and subcontractors acknowledge and will adhere to Russia Sanctions as stated in Presidential Executive Order 14065 and California Executive Order N-6-22 and Iran sanctions required by

Public Contract Code section 2204 for contracts of $1,000,000 or more. Consultant to sign and return Exhibit C for all agreements of $1,000,000 or more.

(j) California Air Resources Board (CARB). Consultant and its sub-consultants and subcontractors acknowledge and will adhere to Off-Road Diesel Certification requirements. In the event off-road diesel vehicles and or equipment is utilized while performing contracted services, consultant will provide CARB Certificates of Reported Compliance ("CRC") to the district.

(k) Insurance. Consultant and that of its consultants and subcontractors 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; and (4) *Professional Liability:* Coverage which is appropriate to the Consultant's profession, or that of its consultants or subcontractors.

(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; and (4) *Professional 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. This insurance shall be endorsed to include contractual liability and maintained for a period of five (5) years following completion of the Project, errors and omissions liability insurance with limits discussed in this Section.

(4) All Coverages. Each insurance policy required by this Agreement (A) 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.

(iii) ASeparation 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 on an annual basis and/or when deemed expired, whichever comes first.

(l) 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 life saving 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.

(m) Project Staffing. Consultant shall provide adequate staff and resources to facilitate all Consultant'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 45 days of receipt of Consultant's itemized statement.

(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:

C BELOW, INC.
1385 Old Temescal Road
Suite 100
Corona, CA 92881

Attn: **VICTORIA FRANCO**
victoriaf@cbelow.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

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.

Tuberculosis Certification. Proposer and/or Subcontractor shall at all times comply with the tuberculosis certification requirements as set forth with the requirements of California Education Code Section 49406. Proposer shall maintain on file the certification of examination and tests found free from active tuberculosis.

THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

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	**C BELOW, INC.**
By: _____	**By:** Nicholas Loera
Name: Marilyn Adrianzen	**Name:** Nick Loera
Title: Chief Business Official	**Title:** VP of Sales and Marketing
Attest:	**Attest:**
By: _____	**By:** Ashley Salvino
Name: _____	**Name:** Ashley Salvino
Title: _____	**Title:** Regional Vice President
Board Approved: _____	85-0750057
	Federal Tax I.D. Number:

EXHIBIT "A"
SCOPE OF SERVICES
`

Utility Locating Scope of Work
C Below will provide a comprehensive Utility Investigation of the outlined area shown on Exhibit A (last page of proposal).

The purpose of this investigation is to find all utilities outlined below to quality level (QL) B per ASCE 38-02. (see attached documentation on available quality levels).

C Below will exhaust any and all utility locating methods, plus "tribal knowledge", to positively identify the horizontal and vertical locations of the utility lines.

This includes utilizing the equipment listed below:

• Electromagnetic Locator (Locator)
• Locatable CCTV Push Camera. No video will be provided unless specifically included in your quote. (Push Cam)
• Ground Penetrating Radar (GPR).
• Locatable Duct Rodder (Ram Rod).
• Crawler Camera and lateral Launch Equipment if specifically included in your quote. (Crawler)

Deliverables- Utility locations along with depth estimates will be marked directly on the surface (Please reference your Markings Card for explanations of these.)

Mapping Scope of Work

included pressure washing to remove paint marks

At the completion of this project the client will be provided a comprehensive 2D utility map in CAD and PDF. Client shall provide CAD background for utilities to be added to. While our maps do include utility depth estimates from the surface, survey elevations are not included unless specifically requested at the time of this estimate.

PHASE 1 | Utility Mark Out w/ Waterbased Paint. Utility marks will remain on the site unless the client has hired C Below to remove the markings.
PHASE 2 | C Below's Mapping Team will pick up the markings with the depth estimates from PHASE 1. Mapping shall be completed within a reasonable time frame to assure integrity of marks.

PHASE 3 | Quality review with the Lead Technicians and the Mapping Team to ensure the quality of the deliverable and applicable notes.

END OF EXHIBIT "A"

EXHIBIT "B"
COMPENSATION FOR SERVICES

Product Line Items

	Estimated Costs
Utility Locating	$58,070.00
Mapping	$16,740.00
Total USD	**$74,810.00**

Estimate Worksheets

Utility Locating

Item	Quantity	Unit	Unit Price	Total
Locating | Certified Supervising Technician	96	HR	$195.00	$18,720.00
Locating: Trained Certified Assistant Technician	96	HR	$180.00	$17,280.00
Locating | Travel Time | Crew	24	EA	$255.00	$6,120.00
Project Coordination	6	HR	$95.00	$570.00
Administrative	4	HR	$95.00	$380.00
Misc Fees	40	HR	$375.00	$15,000.00
			Subtotal	**$58,070.00**

Mapping

Item	Quantity	Unit	Unit Price	Total
Mapper | Certified Supervising Technician	48	EA	$230.00	$11,040.00
Drafting | In-house Drafting in AutoCAD	24	HR	$150.00	$3,600.00
Single Tech | Travel Time | Equipment	12	EA	$175.00	$2,100.00
			Subtotal	**$16,740.00**

END OF EXHIBIT "B"

EXHIBIT "C"

IRAN CONTRACTING ACT CERTIFICATION

(Public Contract Code sections 2202-2208)

(To be Executed by Consultant and Submitted with Contract for agreements of $1,000,000 or more)

As required by Public Contract Code ("PCC") section 2204 for contracts of $1,000,000 or more, please insert bidder's or financial institution's name and Federal ID Number (if available) and complete **one** of the options below. Please note that California law establishes penalties for providing false certifications, including civil penalties equal to the greater of $250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (PCC §2205.)

NOT APPLICABLE

END OF EXHIBIT "C"

EXHIBIT "D"
SUB-CONSULTANTS & SUBCONTRACTORS
(To be Executed if Sub-Consultants and or Subcontractors utilized)

DESIGNATION OF SUBCONTRACTORS

Service provider shall set forth below the name and the location of the place of business of each sub-consultant or subcontractor, the DIR registration number and California license number of each sub-consultant or subcontractor who will perform work or labor or render services as part of agreement.

Portion of Work	Name of Sub-consultants and Subcontractor & Phone No.	Location of Sub-consultants and Subcontractor	CA Contractor License Number and License Class	**DIR#&** Classification	Email Address

END OF EXHIBIT "D"

PSA-4512-CBelow-SYMSRev-202409

Final Audit Report 2024-08-20

Created:	2024-08-20
By:	Rubbia Khan (rubbiak@cbelow.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAV4afRFxxyV6neN1Mr7KoZQhlqg3TD0wc

"PSA-4512-CBelow-SYMSRev-202409" History

Document created by Rubbia Khan (rubbiak@cbelow.com)
2024-08-20 - 5:09:14 PM GMT

Document emailed to Nicholas Loera (nickl@cbelow.com) for signature
2024-08-20 - 5:10:09 PM GMT

Email viewed by Nicholas Loera (nickl@cbelow.com)
2024-08-20 - 5:18:26 PM GMT

Document e-signed by Nicholas Loera (nickl@cbelow.com)
Signature Date: 2024-08-20 - 5:18:39 PM GMT - Time Source: server

Document emailed to Ashley Salvino (AshleyS@CBelow.com) for signature
2024-08-20 - 5:18:41 PM GMT

Email viewed by Ashley Salvino (AshleyS@CBelow.com)
2024-08-20 - 5:19:46 PM GMT

Document e-signed by Ashley Salvino (AshleyS@CBelow.com)
Signature Date: 2024-08-20 - 5:20:06 PM GMT - Time Source: server

Agreement completed.
2024-08-20 - 5:20:06 PM GMT

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: September 12, 2024

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

FROM:
Maintenance, Operations, Transportation & Facilities
Jose Ingiuez, Assistant Superintendent of Admin, Leadership, School Support & Safety

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH TRANSFINDER

BACKGROUND INFORMATION:
On May 9, 2019, the Governing Board approved the agreement with Transfinder. Transfinder software provides a Routing and Scheduling System, GIS Map Conversion, and other important tools that help the Transportation Department set and analyze routes, facilitate field trip scheduling, and assist with dispatching. One of the benefits of Transfinder is that it interfaces with Zonar, the GPS currently being used on District buses.

Term: 09-06-24 to 09-05-25 with up to 4 automatic renewals.

RECOMMENDATION:
Approve/Ratify the agreement with Transfinder Agreement to provide software license for transportation routing, scheduling and GPS integration systems at an annual cost of $14,880.00 from the General-Transportation Fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):
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	

ANNUALLY $14,880.00 (Amount)	General – Transportation Fund (Name of funding source and/or location)

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

Contract, Software License & Hosting Agreement

Prepared for

San Ysidro Elementary School District

4350 Otay Mesa Rd

San Ysidro, CA 92173-1685

Prepared on 8/7/2024

by

Vanessa Reinhart

Transfinder

440 State Street

Schenectady, NY 12305

Phone: 800-373-3609

Fax: 518-377-3716

This document is your Transfinder® Software Contract & Software License Agreement. It is a contractual agreement between Transfinder and San Ysidro Elementary School District. It describes your rights and liabilities as they pertain to the use of your Transfinder Software System. To expedite this purchase, sign, fax, and mail this entire agreement, along with a purchase order, to Transfinder.

This contract expires on 09/25/2024, if not signed and accepted.

This is a non-transferable and non-exclusive Contract between Transfinder and San Ysidro Elementary School District (Licensee). This Contract is subject to the specified terms and conditions for use of the program, product, optional features, and related materials. This Contract applies to any enhancements or improvements to which San Ysidro Elementary School District may be entitled. This is pursuant to the price terms described below. The provisions of the Contract include:

I. TRANSFINDER SOFTWARE SYSTEM TOTAL COST

<table>
<tr><th>Transfinder Products and Services</th><th>Qty.</th><th>Initial Cost</th><th>Annual Fees</th></tr>
<tr><td>Existing Annual Support, Upgrade and Hosting Fees
Unlimited Online Technical Support Software Updates
Access to community.transfinder.com client resources
portal for documentation, training tutorial videos, webinars, report library & more.
Report Customization Services</td><td></td><td>$0</td><td>$12,900</td></tr>
<tr><td>Routefinder PLUS Support Includes:
Unlimited Online Technical Support Software Updates
Access to community.transfinder.com client resources
portal for documentation, training tutorial videos, webinars, report library & more.
Report Customization Services</td><td></td><td>$0</td><td>$250</td></tr>
<tr><td>Routefinder Pro to Routefinder Plus Migration
Routefinder PLUS is Transfinder’s easy-to-use, browser-based transportation software solution. The Routefinder PLUS implementation includes exchanging your Routefinder Pro licenses for Routefinder PLUS licenses along Implementation, Data and Training Services.

Implementation Plan Includes a Project Kickoff Call along with:<table><tr><td>Sandbox Installation with Client Data</td><td>Conversion Testing</td></tr><tr><td>Report Creation</td><td>Online Training</td></tr><tr><td>Final Data Conversion</td><td>Go-Live/ Rollout</td></tr></table>Responsibilities Include:<table><tr><td>Weekly Status Meetings</td><td>Data Conversion Services</td></tr><tr><td>Report Creation Services</td><td>Data Import & Analysis Consulting</td></tr><tr><td>Project Management Consulting Services</td><td>Training Consulting Services 8-weeks (1 hour each week)</td></tr></table>*A requirement for Routefinder PLUS Implementation is that the customer assigns a project champion and has at least one (1) staff member attend Transfinder University Routefinder PLUS Livestream. Transfinder University Training costs are not included in this quote.</td><td>1</td><td>$7,500</td><td></td></tr>
<tr><td>GIS Map Conversion for County Map(s):
Transfinder will perform a one-time conversion of accessible map data for use in Routefinder software.
Locate available county GIS data including point / parcel layers
Collect and review map data and provide most accurate data source
Convert county map data into a format compatible with Routefinder
Archive existing maps and deliver new map data to client;
Implement new maps in the district’s existing routing operation.</td><td>1</td><td>$1,995</td><td></td></tr>
</table>

Tripfinder Includes: With Tripfinder, you can: • Schedule field trips using district hardware or your mobile device • Field trip electronic request and approval process • Budget code tracking • Create multiple trip request and approval paths • Field Trip Dashboard View **Your Purchase of Tripfinder Includes:** • Up to **four (4) hours of online training** which must be used within four (4) weeks of system installation.	**0**	**$0**	**$500**
Viewfinder With Viewfinder, you can: • Provide Browser based Site License for all district stakeholders • Secure web access to transportation and student data • Use Quickfinder to perform fast custom searches; • Thematic color codes allow you to geographically analyze trends • View of Planned Trips, Planned Trips Summary, and Planned Trips versus Actual data • Customizable Dashboards and Grids ○ Graphics, Grids and Maps, to analyze Transportation KPIs • Live or historical playback of GPS Data (with GPS Connect). • Scheduled Reports delivered via email daily, weekly or monthly. **Your purchase of Viewfinder includes**: • Up to **four (4) hours of online training** which must be used within four (4) weeks of system installation.	**0**	**$0**	**$500**
GPS Connect With GPS Connect, you can: • Conduct Comparative analysis of your bus fleet • Update planned bus routes by reviewing driving path and stop times • Bus Idle time monitoring • Routebuilding capabilities using GPS events; • Route deviation alerts **Your purchase of GPS Connect includes:** • Up to **two (2) hours of online training** which must be used within four (4) weeks of GPS connect installation	**20 Vehicles**	**$0**	**$330**
Transfinder Software Retail Pricing		**$9,495**	**$14,480**
Small District Discount (Valid until 09/25/2024)		**-$1,505**	
Transfinder Software Promotional Pricing		***$7,990***	***$14,480***
Transfinder University Livestream – Routefinder PLUS • Routing System Proficiency Course • 2 days of online training in a Routefinder PLUS training dataset • Class hours 8:30 am-5:00 pm Eastern Daylight Time ***Date:***	**1**	***$1,925***	

Attendee: ***Title:*** ***Email:*** ***Phone number:***			
Pro to PLUS Promotion TU (Valid until 09/25/2024)		**-1,925**	
Pricing for Transfinder Software, Services and Hosting Fees		***$7,990***	***$14,880***
Initial Cost		***$7,990***	
Increase to existing Technical Support and Upgrade Fees		***Included***	***$1,583***
Increase to existing Annual Hosting Service Fees		***Included***	***$0***

This proposal has been prepared at your request. All invoices are due and payable upon receipt. The total system cost for any of the options is due and payable upon installation. Any Federal and/or State Sales or local taxes are the responsibility of the Licensee.

APPROVED BY:

_____ _____

Client Name & Title **Signature**

_____ _____

Purchase Order Number **Date**

TRANSFINDER® SOFTWARE ANNUAL SUPPORT PROVISIONS	
This is a declaration of your Transfinder Annual Support Provisions. It describes the benefits you enjoy as a Transfinder client "in good standing" by remaining current in your payment of your Annual Support Fees.	
Routefinder PLUS Software System Annual Support	
Unlimited Technical Support on for technology staff and for each site operator	**Included**
Software Upgrades and program enhancements as they are developed	**Included**
Access to MyTransfinder - an exclusive part of our website dedicated to your organization offering Training, User Manuals, our Knowledgebase, Download Capabilities and more	**Included**
Custom Data Integration module modifications and maintenance as needed	**Included**
Viewfinder, Tripfinder, Stopfinder, Wayfinder and Infofinder I Software System Annual Support	
Unlimited Technical Support on for technology staff and for each site operator	**Included**
Software Upgrades and program enhancements as they are developed	**Included**

Servicefinder Annual Support	
Unlimited Technical Support on for technology staff and for each site operator	**Included**
Software Upgrades and program enhancements as they are developed	**Included**
System maintenance of the Servicefinder server on the Transfinder Hosted Network	**Included**

II. RESPONSIBILITIES

Data Conversion - San Ysidro Elementary School District (hereinafter "District" or "Licensee") will assist Transfinder in acquiring all the required student and school information for the Routefinder PLUS system. The data must be provided in required .csv, .xls, .txt, .dat, and .dbf file format and/or the Licensee will enter the data manually. Transfinder will convert the student and school data to the Routefinder PLUS system format.

Confidentiality - Transfinder will maintain the confidentiality of any and all personally identifiable information about staff, parents, students and any other school constituent unless Transfinder has the prior written permission of the Licensee. To the extent that Transfinder will come into possession of student records and information, and to the extent that Transfinder will be involved in the surveys, analysis, or evaluation of students, incidental to this agreement, Transfinder shall use its best efforts to comply with all requirements of the Family Educational Rights and Privacy Act. Transfinder shall be required to keep any and all student information it receives confidential and will not use the information for any purpose other than as necessary to provide the services to Licensee under this contract. Transfinder will delete and destroy the student and any other data provided by the Licensee from Transfinder's servers after performing initial conversion and deliver the converted data to the Licensee or Transfinder Hosted Network (THN).

County Map Data - Transfinder will convert a compatible GIS map data provided by the Licensee, or will provide commercially available map data as stated in Section I of this agreement.

Installation - SaaS Deployment - Hosted on Transfinder Hosted Network (THN) through Amazon Web Services (AWS). The Transfinder Software environment and all Licensee data files will reside on servers within the United States.

Activation - Activation, as defined here includes loading Routefinder PLUS files and map files required to support the licensee's area, and student data resulting from the initial download and data conversion to the Transfinder Hosted Network (THN).

Training - Transfinder will provide system training as stated in Section I of this agreement. Additional Training may be purchased.

Hosting Services Uptime - Transfinder will exceed 99% uptime between 5:00AM and 5:00PM Eastern Monday through Friday (excluding holidays) to the Licensee. Maintenance periods are scheduled after business hours but Transfinder reserves the right to schedule maintenance periods during business hours that will not constitute downtime. Downtime refers to the inability to access the hosted environment. Standard support issues, which would occur in a locally installed environment, will not constitute downtime. Downtime will be calculated from the time Licensee reports an outage to the time Transfinder resolves the issue. Licensee must submit an email reporting downtime to support@transfinder.com.

Below is a schedule for compensation for Transfinder's failure to meet the uptime requirements. Credits will be given toward future support fees. The downtime is calculated on a calendar year resetting January 1st. Transfinder agrees to credit Licensee as follows.

Targeted Attainment	Actual Attainment	Credit Amount
100%	98% - 99%	Remedial Action
100%	97.99% - 95%	4% of Annual Support Fee
100%	< 95%	5% of Annual Support Fee

This uptime policy excludes anything that is reasonably outside of Transfinder's control including force majeure. To resolve technical issues Transfinder may require the cooperation of Licensee. If Licensee's Department of Technology (DoT) staff is unable or unwilling to assist Transfinder IT staff with resolving technical issues within 48 hours, Transfinder will not be held responsible for the resulting downtime from the time of Transfinder request for assistance from Licensee's DoT.

Remote Connectivity – Licensee must have a high-speed Internet connection and agrees to permit Transfinder Corporation to connect remotely to Licensee's computers and network for online training, support and software installation. Transfinder will connect to Licensee's computer(s) using secure remote desktop sharing technologies.

System Maintenance - Transfinder will provide on-line remote support, unlimited telephone support, updates, and revisions. In order to manage any changes in pupil transportation, Transfinder will upgrade Routefinder PLUS on a consistent basis to satisfy the growing demands of pupil transportation. There is not an additional charge for the upgrades unless they are unique for San Ysidro Elementary School District.

III. FEE & PAYMENT SCHEDULE

The Term of this agreement is for (1) one-year. The Transfinder Software system initial cost of **$12,900.00** is due upon execution of this agreement.

In accordance with the 1-year Term, Transfinder will provide Technical Support, Product Updates and Hosting Services to the Licensee for one year starting on the initial Activation Date. The costs for the Technical Support, Product Updates and Hosting Services is included.

Upon the completion of the initial 1-year term, the Licensee will have an option to continue to pay the Annual Service Fee amount of **$14,880.00** when due on the anniversary of the original Activation Date, in order to continue to receive Technical Support, Product Updates and Hosting Services from Transfinder. Transfinder will continue to provide software, hosting services and technical support, which includes system updates, to the Licensee as long as the Annual Service Fee is paid and kept current.

Future Annual Service Fee prices are subject to change given prior notice. Transfinder will notify Licensee of any annual support fee increases (60) sixty days in advance of the payment date.

If onsite training or services are purchased, the expenses for travel and living will be billed to Licensee at cost as incurred.

If not tax-exempt, any Federal and/or State Sales or local taxes are the responsibility of the Licensee. The Licensee acknowledges the responsibility by signing this contact.

All invoices will be paid, by or on behalf of the Licensee within (30) thirty-days.

IV. LATE PAYMENT

If any valid invoice rendered by Transfinder is not paid when due, in addition to such other rights, Transfinder shall reserve the right to, without limitation, suspend updates, maintenance, support services and consulting, training and implementation services. However, Transfinder shall give the Licensee written notice of non-payment and give the Licensee fifteen days to cure prior to suspending any updates, maintenance, support services, consulting, training, and implementation of services.

V. LICENSE AGREEMENT

Grant of License: Transfinder grants the Licensee a non-exclusive, non-transferable license to use and access Routefinder PLUS, and the accompanying documentation on the Transfinder Hosted Network (THN). A Routefinder PLUS license is required for each named user accessing the THN. Transfinder retains the title to Routefinder PLUS and related materials. You agree to protect Routefinder PLUS from unauthorized use, duplication, reproduction, distribution, or publication. In addition, you will not allow any person, company, organization, or other entity to have access to Routefinder PLUS and related materials. Transfinder reserves all rights not specifically granted in this license. Routefinder PLUS is a © copyright of Transfinder. All rights reserved.

Non-permitted Uses: You may not make copies of Routefinder PLUS. You may not use Routefinder PLUS on a network unless you pay for and obtain a separate licensed Software package for each terminal or workstation from which Routefinder PLUS will be actually accessed. You may not rent, lease, sub-license, timeshare, or lend Routefinder PLUS under this license. You may transfer it on a permanent basis if the person receiving it agrees to the terms and conditions set by Transfinder. You may not alter, decompile, disassemble, or reverse-engineer Routefinder PLUS, or make any attempt to unlock or bypass the initialization system or encryption techniques utilized by Routefinder PLUS. You may not remove or obscure Transfinder or any other copyright and trademark notices.

Duration: This agreement is effective from the day you sign the Contract. Your license continues up to four (4) renewals or until terminated. This license will terminate automatically without notice from Transfinder if you fail to comply with any provisions of this license, subject to the terms and conditions of article VII. Upon termination, you destroy all written materials, the Routefinder PLUS software, data and all software and data copies. Transfinder can also enforce its other legal rights.

General Terms: Only a written agreement authorized by both the Licensee, and Transfinder's President/CEO, shall constitute a warranty or increase the scope of this warranty. This warranty gives you specific legal rights. You may have other rights, which vary from state to state. This Limited Warranty is governed by the laws of the State of New York and shall benefit Transfinder its successors and assignees.

VI. LIMITED WARRANTY

Covering Routefinder PLUS Sale of Software: Routefinder PLUS is a customized product. Transfinder warrants the training and technical services will be provided in good and workman like manner. Furthermore, Transfinder guarantees that the software sold will be free of gross negligence. You assume the entire risk as to the results and performance of the Software. The software has not been sold on a trial basis, and the Licensee acknowledges that it has seen a demonstration and had ample opportunity to view the product in operation using Transfinder's reference list, which has been provided. Neither Transfinder nor anyone else who has been involved in the creation, production, or delivery of this product shall be liable for any direct, indirect, consequential, or incidental damages (including

damages for loss of business profits, business interruption, loss of business information, and the like) arising out of the use, misuse, or inability to use such product even if Transfinder has been advised of the possibility of such damages. In no event shall Transfinder's liability exceed the amount paid for the software.

Bankruptcy: All rights and licenses granted under or pursuant to this Agreement by Licensor to Customer are, and shall otherwise be deemed to be, for the purpose of Section 365(n) of the U.S. Bankruptcy Code, and any similar or successor federal statute, all as the same shall be in effect at the time (the "Bankruptcy Code"), licenses of rights to "intellectual property" as defined under Section 101 of the Bankruptcy Code. The parties agree that Customer, as a licensee of such rights under this Agreement shall retain and may fully exercise all of its rights and elections under the Bankruptcy Code. The parties further agree that, in the event of an adjudication of a bankruptcy proceeding by or against Licensor under the Bankruptcy Code, Licensee shall be entitled to a complete access to, as appropriate any such intellectual property and all embodiments (including source code) of such intellectual property, and same, if not already in its possession shall be promptly delivered to Licensee upon Licensee's written request (I) upon any such adjudication of a bankruptcy proceeding, unless Licensor elects to continue to perform all of its obligations under this Agreement; or (ii) if not delivered under (I) above, upon the rejection of this Agreement by or on behalf of Licensor. Licensee shall have the right to modify, adopt and prepare derivative works based on such intellectual property only for maintenance, support and internal development purposes. Nothing herein implies the transfer of property rights, but deals only with access to such software or source code.

VII. BREACH AND TERMINATION

If Licensee shall have committed a material breach of this Agreement, then Transfinder may give written notice of such breach, and Licensee shall have (60) sixty-days within which to cure. If Licensee fails to cure such breach within such (60) sixty-day period, then Transfinder shall have the right to terminate this Agreement.

If Transfinder shall have committed a material breach of this Agreement, then Licensee may give written notice of such breach, and Transfinder shall have (60) sixty-days within which to cure. If Transfinder fails to cure such breach within such (60) sixty-day period, Licensee then shall have the right to terminate this Agreement.

If the default relates to the original Licensing fee **()** when due, then Transfinder, at its option may affirm the agreement and recover the full purchase price and agreed expenses, plus costs of collection, including attorney fees; or may terminate this agreement and has the right to remove all access to and or remove all original software product, installation modifications, work product, including any product upgrades and any local copies thereof, if any; and will further be entitled to all its reasonable costs in delivering, installing, modifying the program, and training Licensees employees including legal fees if any reasonably required to recover same.

VIII. NOTICE, SEVERABILITY & JURISDICTION

Notice: Service of all notices under this Contract shall be mailed by Certified Mail, Return Receipt Requested to the party involved at its respective address herein before set forth or at such address as the party may provide in writing from time to time.

Severability: If any provision or portion thereof of this Contract is invalid under any applicable statute or rule of law it is so to that extent to be deemed omitted from this Contract and with the balance of the Contract remaining in full force and effect.

Jurisdiction: This is a New York Contract to be interpreted under the laws of New York. The parties agree that all disputes arising under this Contract that cannot be settled between the parties shall be resolved in the courts located

in New York. This Contract represents our entire understanding and agreement between the parties regarding the Routefinder PLUS system and supersedes any prior purchase order, communications, advertising, or presentations. This license may not be changed verbally, but only by agreement in writing, signed by authorized representatives of both parties. If any provisions of this Contract shall be unlawful, void, or for any reason unenforceable, it shall be deemed severable from, and shall in no way affect the validity or enforceability of the remaining provisions of the Contract. This Contract will be governed by the laws of the State of New York and shall benefit Transfinder, its successors and assignees. Licensee consents to jurisdiction in the state and federal courts located in the State of New York.

TRANSFINDER

Antonio Civitella, President/CEO _____

Name and Title | Authorized Signature | Date

LICENSEE – San Ysidro Elementary School District

Federal Tax ID#: 95-6002821 **Purchase Order #:** _____

Marilyn Adrianzen, Chief Business Official X

Name and Title | Authorized Signature | Date

Board approved: _____

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: September 12, 2024

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

FROM:
Maintenance, Operations, Transportation & Facilities
Jose Ingiuez, Assistant Superintendent of
Admin, Leadership, School Support & Safety

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH BRIGHTLY SOFTWARE, INC.

BACKGROUND INFORMATION:
The District's Maintenance Department would like to implement an agreement with Brightly Sotware, Inc. for the following Work Order Management System. Subscription Term: 12 months (10/01/2024 – 09/30/2025)

Scope of Work:
This proposal includes, Brightly Software will provide specified implementation services to San Ysidro School Disrict to implement Asset Essentials, an on-line Computerized Maintenance System. Service includes access to Company's on-line Learning Management System, dedicated implementation resources, data loading assistance and implementation guidance as Subscriber configures account and trains end users for the use of the Work Order System.

1. Project kick-off with a dedicated Project Coordinator.
2. Unlimited access to the Learning Management System and online Help content.
3. Optional one-time Company template-based data imports for available location, equipment/asset, and user data.
4. Up to four configuration support calls with the implementation Specialist.
5. Provide train-the-trainer best practices for account administrators.
6. Up to four go-live support check-ins with the implementation Specialist during roll-out.
7. Launch an email outlining support resources moving forward, post-implementation.
8. Subscriber will provide a single point of contact/project manager for the project duration.
9. The subscriber will provide relevant data to be loaded in Company import templates in a timely manner, and the data will be imported.
10. Access to interactive project plan.

RECOMMENDATION:
Approve/Ratify Agreement to the Brightly Software Agreement to provide Implementation for the Maintenance Department at an annual cost of $12,727.24 from the Routine Restricted Maintenance Account.

LCAP GOAL AND ACTION/SERVICE (please indicate):
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	

ANNUALLY $12,727.24 (Amount)	Routine Restricted Maintenance Account (Name of funding source and/or location)

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

PREPARED FOR

San Ysidro School District ("Customer")

4350 Otay Mesa Rd

San Ysidro, CA 92173-1617

PREPARED BY

Brightly Software Inc

11000 Regency Parkway, Suite 300

Cary, NC 27518

PUBLISHED ON

August 21, 2024

Q-413398

Dr. Iniguez, Asst. Superintendent
San Ysidro School District
4350 Otay Mesa Rd
San Ysidro, CA
92173-1617

Dear Dr. Iniguez

Thank you for your interest in our market leading solutions for improving educational operations. We at Brightly are excited about providing you with online tools that will help you save money, increase efficiency and improve services. Brightly is dedicated to providing best in class solutions that are built exclusively for the unique needs of educational institutions, including the following for San Ysidro School District:

Subscription Term: 12 months (10/01/2024 - 09/30/2025)

Cloud Services

Item	Start Date	End Date	Investment
Asset Essentials Core	10/1/2024	9/30/2025	10,704.00 USD
- Dude Analytics	10/1/2024	9/30/2025	Included
			Subtotal: 10,704.00 USD

Professional Services

Item	Investment
Asset Essentials Implementation	2,754.00 USD
	Subtotal: 2,754.00 USD

Total Initial Investment	**13,458.00 USD**

Asset Essentials Standard Implementation Statement of Work

Summary:

Company will provide specified implementation services to Subscriber to implement Asset Essentials (AE), an on-line Computerized Maintenance Management System (CMMS). This 60-day implementation service includes access to Company's on-line Learning Management System (LMS), dedicated implementation resources, data loading assistance, and implementation guidance as Subscriber configures their account and trains end users.

In Scope:

The items below will be considered in scope of this SOW:

1. Asset Essentials Standard Implementation

Deliverables:

- Project kick-off call with a dedicated Project Coordinator
- Unlimited access to LMS and online Help content
- Optional one-time Company template-based data imports for available location, equipment/asset, and user data
- Up to four configuration support calls with Implementation Specialist
- Provide train-the-trainer best practices for account administrator.
- Up to four go-live support check-ins with Implementation Specialist during roll-out
- Launch email outlining support resources moving forward, post implementation.

Acceptance Process:

As each deliverable is completed, the Project Coordinator will confirm with the Subscriber and document acceptance in the Project Community Portal.

Assumptions:

Subscriber Assumptions:

- Subscriber will provide a single point of contact/project manager for the duration of the project.
- IT department is responsible for ensuring access to mobile devices, internet connections, email access, and web link access to the software such as whitelisting IP addresses.
- The appropriate resources will be available for all scheduled activities.
- Should scheduled activities need to be rescheduled, Subscriber will be responsible for contacting the Project Coordinator or Implementation Specialist. Rescheduling will be subject to availability.

- Subscriber will provide relevant data to be loaded in Company import templates in a timely manner and the data will be imported during the 60-day project period.
- If unable to provide data to be loaded, Implementation Specialist will guide Subscriber on how to manually create records.
- Subscriber has up to five business days to confirm deliverable acceptance. No response will be interpreted as acceptance.
- Subscriber will be responsible for providing access and training to end users.

Company Assumptions:

- Standard Implementation Services does not include evaluation of Subscriber's current practices, policies and procedures for the purpose of process improvement.
- Company will not troubleshoot any issues related to Subscriber IT infrastructure or mobile devices.
- 30-day Go-Live Support period consists of up to 4 weekly 30-minute check-ins with the Implementation Specialist. If Subscriber does not attend a scheduled check-in, it will be assumed no assistance was required.
- Implementation Specialist will not access any 3rd party systems for the purpose of exporting data.
- Any services not explicitly included in this SOW are assumed to be out of scope.

Project Schedule:

Below is a sample project schedule of activities:

Project Kick-Off Call – Day 1	
Project Kick-Off	• Confirm software and services purchased • Identify key stakeholders • Assign resources • Review implementation process • Schedule key implementation activities, including projected completion date • Access to Company's on-line Learning Management System • Access to interactive project plan
Building Your Foundation – Weeks 1-2	

Account Setup and Configuration	• Subscriber learns about fundamental setup and configuration via LMS
	  • Locations
	  • Categories
	  • Assets
	  • Users
	• One call with your Implementation Specialist to prepare for importing available data
	• Subscriber begins configuring account

Work Order Management – Week 3 - 4	

Account Setup and Configuration	• Subscriber learns how to setup and manage reactive workflow from initial request to work order close via LMS
	• Subscriber continues account configuration
	  • Views
	  • Request & Work Order Templates
	  • Workflows
	  • E-mail Notifications
	• Subscriber learns how to utilize AE's mobile app via LMS and Help content
	• One call with your Implementation Specialist to review setup, configuration, and workflow

Preventative Maintenance – Week 4 -5	
Account Setup and Configuration	• Subscriber learns how to create and manage PM Schedules via LMS • Subscriber begins setting up PM's • One call with your Implementation Specialist to review PM setup
Subscriber Led User Training – Week 6	
Use Case Testing and User Training	• Subscriber provides access and trains end-users on how to use AE to request and manage work orders • Leverage help documentation
Go Live Support – Weeks 5-9	
Go Live Support	• Subscriber completes user training • Begin using AE as your primary CMMS • Up to four weekly check-ins with Implementation Specialist
Implementation Complete – Day 60	
Implementation Complete and Project Close	• Final go-live support check-in • Project Coordinator sends launch email and introduces on-going Company resources. • Close project

Invoicing:

At the conclusion of Go Live Support, the main consulting milestone will be completed to trigger billing for the full implementation service.

Special Terms for Asset Essentials:

Asset Essentials pricing is based on a maximum storage limit of 200GB of data. Data storage that exceeds 200GB may subject to an additional fee.

Order terms

BY SIGNING THIS ORDER FORM, WHETHER BY ELECTRONIC OR WRITTEN SIGNATURE, YOU ARE PLACING A BINDING ORDER FOR THE OFFERINGS SHOWN. IF THE INDIVIDUAL ENTERING INTO THIS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, THE INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, IN WHICH CASE THE TERM "CUSTOMER" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY OR DOES NOT AGREE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN, THE INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE OFFERINGS.

- The "Effective Date" of the Agreement between Customer and Brightly Software, a Siemens Company ("Siemens") is the date Customer accepts this Order
- Proposal expires in sixty (60) days.
- The Siemens entity entering into this Agreement is Brightly Software, Inc., a Delaware corporation, and the notice address shall be Corporate Trust Center, 1209 Orange Street, Wilmington, DE 19801 USA, Attn: Brightly Software.
- By accepting this Order, and notwithstanding anything to the contrary in any other purchasing agreement, Customer agrees to pay all relevant Subscription Fees for the full Subscription Term defined above.
- Payment terms: Net 30
- This Order and its Offerings will be subject to the terms and conditions of the Terms of Service (the Base Terms together with any applicable Supplemental Terms) found at http://brightlysoftware.com/terms (http://brightlysoftware.com/terms) ("Agreement"), unless Customer has a separate written agreement executed by Brightly Software, Inc. for the Offerings, in which case the separate written agreement will govern its defined Term. Acceptance is expressly limited to the terms of the Agreement. No other terms and conditions will apply. The terms of any purchase order or other document from Customer are excluded and such terms will not apply to the Order and will not supplement or modify the Agreement irrespective of any language to the contrary in such document.
- Siemens shall invoice Customer and Customer agrees to pay Siemens the amount specified on this Order. Quantities purchased may not be decreased during the relevant Subscription Term. Customer is responsible for providing complete and accurate billing and contact information to Siemens and notifying Siemens promptly of any changes to such information.
- If Customer is paying by credit card or Automated Clearing House ("ACH"), Customer shall establish and maintain valid and updated credit card information or a valid ACH auto debit account (in each case, the "Automatic Payment Method"). Upon establishment of such Automatic Payment Method, Siemens is hereby authorized to charge any applicable Subscription Fee using such Automatic Payment Method.
- Customer is responsible for paying all taxes associated with its purchases hereunder. Siemens shall invoice Customer and Customer shall pay that amount unless Customer provides Siemens with a valid tax exemption certificate, direct pay permit, or other government-approved documentation. Notwithstanding the foregoing, Customer is responsible for, and, to the extent permitted by law, will indemnify Siemens for: 1) any encumbrance, fine, penalty or other expense which Siemens may incur as a result of Customer's failure to pay any taxes required hereunder, and 2) any taxes, including

withholding taxes, resulting from making an Offering available to Users in geographic locations outside the country in which Customer is located as per the Order. For clarity, Siemens is solely responsible for taxes assessable against Siemens based on its income, property and employees.

- Siemens maintains the right to increase fees within the Subscription Term for Recurring Fee Offerings by an amount not to exceed the greater of prices shown in the investment table or the applicable CPI and other applicable fees and charges every 12 months. Any additional or renewal Subscription Terms will be charged at the then-current rate.
- In the event Customer purchases the Cloud Services (including any renewals thereof) through an authorized reseller of Siemens, the terms and conditions of this Agreement shall apply and supersede any other agreement except for any terms and conditions related to fees, payment or taxes. Such terms and conditions shall be negotiated solely by and between Customer and such authorized reseller. In the event Customer ceases to pay the reseller, or terminates its agreement with the reseller, Siemens shall have the right to terminate Customer's access to the Cloud Services at any time upon thirty (30) days' notice to Customer unless Customer and Siemens have agreed otherwise in writing.

- Where the Customer is a public entity ("Public Entity Customer"), Public Entity Customer shall use reasonable efforts to obtain appropriation in the full amount required under this Order annually. If the Public Entity Customer fails to appropriate funds sufficient to maintain the Offerings described in this Order, then the Public Entity Customer may terminate the Offerings at no additional cost or penalty by giving prior written notice documenting such non-appropriation. Public Entity Customer shall use reasonable efforts to provide at least thirty (30) days prior written notice of non-appropriation. Public Entity Customer agrees non-appropriation is not a substitute for termination for convenience, and further agrees Offerings terminated for non-appropriation may not be replaced with functionally similar products or services prior to the expiration of the Services Term set forth in this Order. Public Entity Customer will not be entitled to a refund or offset of previously paid, but unused Fees

Cloud Services

- Billing frequency: Annual

- Cloud Services Offerings will be subject to the terms and conditions of the General Software and Cloud Supplemental Terms found at http://brightlysoftware.com/terms (http://brightlysoftware.com/terms) .
- Any Offerings identified as Cloud Services on this Order shall automatically renew for additional periods equal to the expiring Subscription Term or one year, whichever is longer, unless either party has provided written notice of its intent to terminate the Cloud Service subscription not less than forty-five (45) days prior to the expiration of the then-current Subscription Term.

- During the Term, Siemens shall, as part of Customer's Subscription Fees, provide telephone and email support ("Support Services") during the hours of 8:00 AM and 6:00 PM EST, Monday through Friday ("Business Hours"), excluding holidays.

- Siemens shall use commercially reasonable efforts to make its Software or Cloud Service available 99.9% of the time for each full calendar month during the Subscription Term, determined on twenty-four (24) hours a day, seven (7) days a week basis (the "Service Standard"). The Service Standard availability for access and use by Customer(s) excludes unavailability when due to: (a) any access to or use of the Cloud Service by Customer or any Account User that does not strictly comply with the terms of the Agreement or the Documentation; (b) any failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under the Agreement; (c) Customer's or its

Account User's Internet connectivity; (d) any Force Majeure Event; (e) any failure, interruption, outage, or other problem with internet service or non-Cloud Service; (f) Scheduled Downtime; or (g) any disabling, suspension, or termination of the Cloud Service by Siemens pursuant to the terms of the Agreement. "Scheduled Downtime" means, with respect to any applicable Cloud Service, the total amount of time (measured in minutes) during an applicable calendar month when such Cloud Service is unavailable for the majority of Customer's Account Users due to planned Cloud Service maintenance. To the extent reasonably practicable, Siemens shall use reasonable efforts to provide eight (8) hours prior notice of Cloud Service maintenance events and schedule such Cloud Service maintenance events outside the applicable business hours.

- Siemens reserves the right to block IP addresses originating a Denial of Service (DoS) attack. Siemens shall notify Customer should this condition exist and inform Customer of its action. Once blocked, an IP address shall not be able to access the Cloud Service and the block may be removed once Customer is satisfied corrective action has taken place to resolve the issue. Siemens also reserves the right to suspend or terminate service if Customer: 1) performs load tests, network scans, penetration tests, ethical hacks or any other security auditing procedure on the Cloud Service, 2) interferes with or disrupts the integrity or performance of the Cloud Service or data contained therein, or 3) otherwise violates the use restrictions under this Agreement.

Professional Services:

- Professional Services Offerings will be subject to the terms and conditions of the Services Supplemental Terms found at http://brightlysoftware.com/terms (http://brightlysoftware.com/terms).
- Unless otherwise specified in an applicable Order: (i) Siemens will perform the Professional Services during workdays, Monday through Friday, up to 8 hours a day; (ii) any estimate of hours or costs are reasonable, good faith estimates only; and (iii) each task is performed as firm fixed price work or time and materials as described in this Order. Siemens is only obliged to supply Professional Services and/or Deliverables as expressly stated in this Order. Siemens shall not be obliged to supply any Professional Services and/or Deliverables without a valid Order.
- **Scheduling**. Siemens requires at least 6 weeks advanced notice from the acceptance of an Order to schedule Professional Services delivery dates when travel is required. Onsite Professional Services shall be delivered consecutively in a single onsite visit unless the applicable Order includes the additional fees and incidental expenses associated with multiple visits.
- **Unused Professional Services.** Unless otherwise specified in the Order, Siemens reserves the right to expire any unused Professional Services 6 months from the Effective Date set forth on the Order, and Customer will not be entitled to receive a refund for any fees prepaid for such expired Professional Services.
- **Customer Cooperation.** Customer will cooperate reasonably and in good faith with Siemens in its performance of Professional Services by: (i) providing access to any necessary Customer Data, (ii) allocating sufficient resources and timely performing any tasks reasonably necessary to enable Siemens to perform its obligations under the Order, and (iii) actively participate in scheduled project meetings. Any delays in the performance of Professional Services or delivery of Deliverables caused by Customer may result in additional applicable charges for resource time.
- **Incidental Expenses**. Customer will reimburse Siemens for travel and related business expenses incurred in connection with Professional Services. If an estimate of incidental expenses is included in the Order, Siemens will not exceed a 5% inflation of such estimate without the written consent of Customer.

Additional information

- Prices shown above do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice. For customers based in the United States, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer. Tax exemption certifications can be sent to accountsreceivable@brightlysoftware.com (mailto:accountsreceivable@brightlysoftware.com).
- Billing frequency other than annual is subject to additional processing fees.
- Provide Siemens with the purchase order number, if applicable. Acceptance of this Order without a purchase order number indicates that a purchase order is not necessary. Please reference Q-413398 on any applicable purchase order and email to Purchaseorders@Brightlysoftware.com (mailto:Purchaseorders@Brightlysoftware.com)
- Brightly Software, Inc. can provide evidence of insurance upon request.

At Brightly, we understand the yearly budgeting cycle of educational institutions. If you need us to pro-rate the annual fee based on your budget cycle, please let me know. I will provide you with the pro-rated cost based on the number of months remaining in your fiscal year.

Thanks again for your interest in utilizing our web-native solutions to integrate and more efficiently manage your operations. Please feel free to contact me with any questions at or by email at natalie.schaedler@brightlysoftware.com.

Sincerely,
Natalie Schaedler
Brightly

Please address the purchase order to:
Brightly Software, Inc
11000 Regency Parkway, Suite 300
Cary, NC 27518

***** Please mail or email the purchase order to natalie.schaedler@brightlysoftware.com.**

Signature

Presented to:

Q-413398
June 26, 2024, 6:32:55 PM

Accepted by:

Marilyn Adrianzen

Printed Name

Signed Name

Chief Business Official

Title

Board approved:

Date

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: September 12, 2024

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. 1 TO THE CUPCCAA AGREEMENT WITH KONE, INC.

BACKGROUND INFORMATION:
On August 8, 2024, the Governing Board approved the elevator repair services that were damaged due to a water leak that flooded the elevator room at Willow School. Some equipment was repaired or replaced. After more thorough inspection of the equipment, additional repair work and parts are needed.

This amendment is to include additional labor and repair the feed line and replace (10) 2 inch vics and drain the casing on the affected elevator.

RECOMMENDATION:
Approve/Ratify Amendment No. 1 to the CUPCCAA agreement with Kone, Inc. to provide elevator repair services at Willow School for an additional $8,829.02 from the Routine Restricted Maintenance Account.

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

CONTRACT TOTAL
$25,655.73
(Amount)

Routine Restricted Maintenance Account
(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

AMENDMENT NO. 1

The CUPCCAA Agreement between San Ysidro School District (District) and KONE, Inc. was entered on August 9, 2024, to provide labor, repairs, and parts for the elevator unit at Willow Elementary School.

Amendment No. 1 - The Scope of Work is being amended to include additional services "Phase 2" (labor, repairs, and parts) in the amount of $8,829.02 per the attached proposal. The contract total is estimated at $25,655.73.

Description of Work

- Furnish and install the labor, materials, tools and supervisions to perform the following work on the #CA Passenger Elevator
- KONE crew to break the feed line and replace (10) 2 inch vics and drain the casing on the #CA Passenger Elevator

All other Terms and Conditions of the CUPCCAA Agreement dated August 9, 2024 remain the same.

The District and KONE, Inc., 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.

KONE, Inc.	**San Ysidro School District**
Firm Name	Firm Name
Signature of Authorized Agent	Signature
Print Name, Title	Marilyn Adrianzen, Chief Business Official Print Name, Title
Date:	Date
	Board Approved

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: September 12, 2024

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: CUPCCAA AGREEMENT WITH KOMPAN LET'S PLAY

BACKGROUND INFORMATION:
The playground equipment at Willow School needs to be repaired. Kompan will provide the necessary parts and labor to make it safer for students.

RECOMMENDATION:
Approve the agreement with Kompan Let's Play for the playground equipment repairs at Willow School. The cost implications of $32,934.03 will be paid from the COPs Refunding account.

LCAP GOAL AND ACTION/SERVICE (please indicate):
2.3 Ensure additional staff are available to maintain facilities, guaranteeing safety and access for all students, including those from unduplicated at each school site. Maximize personnel usage to ensure student safety and equitable access.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2024-2025 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$32,934.03	COPS Refunding
(Amount)	(Name of funding source and/or location)

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

CONTRACT FOR REPAIRS, MAINTENANCE OR CONSTRUCTION SERVICES UNDER $60,000 AWARDED PURSUANT TO CUPCCAA

THIS CONTRACT is made and entered into as of the last date of signature hereto ("**Contract**"), by and between **Kompan California Inc.** ("**Contractor**") and **SAN YSIDRO SCHOOL DISTRICT** ("District"). Contractor and District may be referred to herein individually as a "**Party**" or collectively as the "**Parties**."

1. **Contract Price & Services.**

   a. After the District has issued a Notice to Proceed, the Contractor shall furnish to the District the repairs, maintenance or construction services identified below and as more fully described in Exhibit A attached hereto ("**Services**" or "**Work**") subject to the conditions below and for the price indicated below ("**Contract Price**"):

Project: USN009180 Willow Elementary School Playground Repairs

Willow Elementary
226 Willow Road
San Ysidro, CA 92173

SCOPE OF WORK: Repairs done at various playground structures at Willow Elementary; proposal include all replacement parts and service.

BASE CONTRACT (In Dollars$):

$	3	2	,	9	3	4	.	0	3
	Dollars							Cents	

   b. **Allowances**: If this Contract includes allowances, an allowance is a value added to the Base Contract amount for scope items defined by the District. Allowance items shall only be used by Contractor with the District's prior written permission. Contractor shall use the change order provisions of this Contract to apply for the use of an Allowance item. All unused allowance values at the end of the Project shall be retained by the District.

2. **Payment.** Payment for the Work shall be made in accordance with the Terms and Conditions to Contract ("**Terms and Conditions**") attached hereto.

Site. Contractor shall perform the Work at **Willow Elementary as reflected under Section 1.a.** The "**Project**" is the scope of Work performed at the Site.

3. **Contract Time & Liquidated Damages.** Work shall be completed **by 12/31/24 or soon thereafter on a non-school day.** ("**Contract Time**"). Contractor agrees that if the Work is not completed within the Contract Time and/or pursuant to the completion schedule, construction schedule, or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged, and agreed that the District will suffer damage which is not capable of being calculated. Pursuant to Government Code section 53069.85, Contractor shall pay to the District, as fixed and liquidated damages for these incalculable damages, the sum of **$100.00** per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule, or Project milestones established pursuant to the Contract.

4. **Bonds & Insurance.**

   a. **Payment Bond & Performance Bond:**

   ☐ **IS NOT REQUIRED – PROJECT SIZE IS DETERMINED TO BE BELOW $25K**

   ☐ **IS REQUIRED:** Contractor shall not commence the Work until it has provided to the District, a Payment (Labor and Material) Bond and a Performance Bond, in the forms attached hereto, each in an amount equivalent to one hundred percent (100%) of the Contract Price issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to the District. The District reserves to waive this requirement in writing at its sole discretion and negotiate a deduction of the cost from the base proposal in the event the Contract Price is below $25,000.

   b. **Insurance:** Contractor shall have and maintain in force during the term of this Contract, with the minimum indicated limits, the following insurance:

Commercial General Liability, with Products and Completed Operations Coverage	$1,000,000 each occurrence $2,000,000 aggregate
Automobile Liability, Any Auto, Combined Single Limit	$1,000,000 each occurrence $2,000,000 aggregate
Workers Compensation	Statutory limits pursuant to State law
Employers' Liability	$1,000,000 each incident, disease $2,000,000 policy limit

DISTRICT MAY ADJUST THESE LIMITS, IN WRITING, AT THE DISTRICT'S SOLE DISCRETION BASED ON SIZE AND SCOPE OF THE CONTRACT.

Contractor shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District. The policy(ies) shall not be amended or modified, and the coverage amounts shall not be reduced without thirty (30) days written notice to the District prior to cancellation. Except for worker's compensation insurance, the District, the Architect, and the Project Manager shall be named as an additional insured on all policies. Contractor's policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental. Contractor shall not allow any subcontractor, employee, or agent to commence Work on this Contract or any subcontract until the insurance required of Contractor, subcontractor, or agent has been obtained, and the certificate(s) of insurance and endorsements have been provided to the District; provided, however, that the District reserves the right to reject an insurance policy(ies) if they do not conform with the above insurance requirements.

Project Oversight. The District representative for the Project is Dr. Jose Iniguez, Assistant Superintendent of Admin. Leadership, School Support & Safety. Cell# (310) 430-4681.

5. **INFECTIOUS DISEASE/COVID-19.** Contractor shall comply with all provisions related to infectious diseases as set forth in **Exhibit B**.
6. ☐ **This box will be checked if Federal Funding requirements apply.** If the Project is funded in whole or part by federal funding, including, without limitation, any funds from any component or iteration of the Elementary and Secondary School Emergency Relief ("**ESSER**") programs, Contractor acknowledges that this Project is subject to federal procurement/contracting requirements. Contractor agrees to fully comply with all federal requirements, including, without limitation, the federally required contract provisions attached hereto as **Exhibit C**.
7. **Terms & Conditions.** The Contractor agrees to comply with the Terms and Conditions attached hereto.

8. **Contract Documents.** The Contract Documents include only the following documents, as indicated:

- ☐ Proposal Form
- ☐ Notice to Proceed
- ☒ Terms and Conditions to Contract
- ☐ Non collusion Declaration
- ☒ Certifications to be Completed by Contractor
- ☒ Criminal Background Investigation Certification
- ☒ Insurance Certificates and Endorsements
- ☐ Performance Bond
- ☐ Payment Bond
- ☒ **Exhibit A** (Scope of Work)
- ☐ Plans
- ☐ Work Specifications
- ☐ _____ [Other]
- ☐ **Exhibit B** (Infectious Disease Provisions)
- ☐ **Exhibit C** (Federal Procurement Provisions)

9. **Notice**. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or sent by overnight delivery service addressed as follows:

District:
San Ysidro School District
4350 Otay Mesa Rd.,
San Ysidro, CA 92173
Attn: Dr. Jose Iniguez, Assistant Superintendent of Admin. Leadership, School Support & Safety

Contractor:
Kompan California Inc.
22431 Antonio Parkway, Ste B160-426
Attn: Daryl L. Brady
(619) 944-8771
darbra@kompan.com

Any notice personally given shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service.

ACCEPTED AND AGREED on the date indicated below. By signing this Contract, Contractor certifies, under penalty of perjury, that all the information provided in the Contract Documents is true, complete, and correct:

Dated: _____

SAN YSIDRO SCHOOL DISTRICT

Signature: _____

Print Name: Marilyn Adrianzen

Print Title: CBO

Dated: _____

Kompan Inc.

Signature: _____

Print Name: _____

Print Title: _____

DIR Registration #

License#

Board approved/ratified: _____

Information regarding Contractor:

Type of Business Entity:	**Employer Identification Number or Social Security Number:**
____ Individual ____ Sole Proprietorship ____ Partnership ____ Limited Partnership ____ Corporation ____ Limited Liability Company ____ Other: _____	_____ *NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of $600 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the District requires your federal tax identification number or Social Security number, whichever is applicable.*

Contractor representative for onsite work:

Name:	**Title:**	**Mobile:**

Email:

TERMS AND CONDITIONS TO CONTRACT

1. NOTICE TO PROCEED: Receipt of this contract signed by the District shall be the Notice to Proceed.

2. SITE EXAMINATION: Contractor has examined the Site and certifies that it accepts all measurements, specifications and conditions affecting the Work to be performed at the Site. By submitting its bid/proposal and signing this Contract, Contractor warrants that it has made all Site examination(s) that it deems necessary as to the condition of the Site, its accessibility for materials, workers and utilities, and Contractor's ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to any other undiscovered condition on the Site.

3. CONSTRUCTION SCHEDULE / SUBCONTRACTOR LIST: Contractor shall provide the District a Construction Schedule for the Work and a Subcontractor List as indicated in this Contract. Both the Construction Schedule and Subcontractor List are subject to the District's approval.

4. EQUIPMENT AND LABOR: The Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the Services, 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.

5. SUBCONTRACTORS: Contractor shall comply with the Subletting and Subcontracting Fair Practices Act (Public Contract Code, section 4100 et. seq.) Contractor shall identify by name and location of the place of business of each subcontractor who will perform work or labor or render service in or about the construction of the Project in an amount in excess of one-half of 1 percent of the Contractor's contract price or ten thousand dollars ($10,000) whichever is greater. Subcontractors, if any, engaged by the Contractor for any Service or Work under this Contract shall be subject to the approval of the District. Contractor agrees to bind every subcontractor by the terms of the Contract as far as such terms are applicable to subcontractor's work, including, without limitation, all indemnification, insurance, bond, and warranty requirements. If Contractor subcontracts any part of this Contract, Contractor shall be fully responsible to the District for acts and omissions of its subcontractor and of persons either directly or indirectly employed by itself. Nothing contained in the Contract Documents shall create any contractual relations between any subcontractor and the District.

6. TERMINATION: If Contractor fails to perform the Services and Contractor's duties to the satisfaction of the District, or if Contractor fails to fulfill in a timely and professional manner Contractor's obligations under this Contract, or if Contractor violates or otherwise breaches any of the Terms or Provisions of this Contract, the District shall have the right to terminate this Contract effective immediately upon the District giving written notice thereof to the Contractor. District shall also have the right in its sole discretion to terminate the Contract for its own convenience. Termination shall have no effect upon any of the rights and obligations of the Parties arising out of any transaction occurring prior to the effective date of termination. Upon termination, Contractor shall provide the District with all documents produced maintained or collected by Contractor pursuant to this Contract, whether or not such documents are final or draft documents.

7. SAFETY AND SECURITY: Contractor is responsible for maintaining safety in the performance of this Contract. Contractor shall be responsible for complying with the District's rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

8. CHANGE IN SCOPE OF WORK:

8.1. No Change Without Authorization: Any change in the scope of the Work, method of performance, nature of materials or price thereof, the time for performance, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted by the District unless that change, addition, or deletion is approved in advance and in writing by a valid change order executed by the District.

8.2. District Right to Request Changes: Contractor specifically understands, acknowledges, and agrees that the District shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. The District may accomplish any of the foregoing, in its discretion, by issuing a unilateral change order.

8.3. Proposed Change Order:

8.3.1. **Submission / Time to Submit**: Contractor may seek an adjustment to the Contract Time or Contract Price only by submitting a proposed change order to the District within five (5) days of the date Contractor discovers, or reasonably should discover, the circumstances giving rise to the proposed change order, unless additional time to submit a proposed change order is granted in writing by the District.

8.3.2. **Content of Proposed Change Order**: Contractor and subcontractors shall include the following in any proposed change order:

8.3.2.1. Labor: Labor breakdown by trade classification, wage rates, and estimated hours. Wages shall not exceed current prevailing wages in the locality for performance of the changes. The Contractor's or subcontractors' (including second-tier subcontractors') labor burden and Workers' Compensation premium shall only be charged at 20% of the total charge for labor costs. In no event shall Contractor include any other charges than as indicated herein without the District's prior written approval.

8.3.2.2. Material: Material quantities, and types of products, and transportation costs, if applicable.

8.3.2.3. Equipment: Equipment breakdown by make, type, size, rental rates (if not owned), equipment hours and transportation costs, if applicable. The equipment costs shall not exceed one hundred percent (100%) of the Association of Equipment Distributors (AED) rental rates and delay factors or Caltrans rates and delay factors, whichever is less. Hourly, daily, or weekly rates shall be used, whichever is lower. Hourly rates including operator shall not be used. The time to be paid for equipment shall be the actual time that the equipment is in (1) productive operation on the Work or (2) idled because of the event or circumstance giving rise to the proposed change order.

8.3.2.4. Mark-Up for Overhead and Profit: Mark-up for overhead and profit in a proposed change order shall be calculated as follows:

8.3.2.4.1. **Subcontractor-Performed Work**: Subcontractors shall be entitled to a total cumulative mark-up for overhead and profit of 8% on the total of Labor (including labor burden and Workers' Compensation premium), Material, and Equipment **only** for for both the subcontractor and the subcontractor's subcontractor(s) (e.g., all "lower-tier" subcontractors) performed Work. Contractor shall be entitled to a 6% mark-up on the same items, **excluding subcontractor's mark-up for overhead and profit**.

8.3.2.4.2. **Contractor-Performed Work**: Contractor shall be entitled to a mark-up for overhead and profit of 6% of the total of the Labor (including labor burden and Workers' Compensation premium), Material, and Equipment for Contractor performed Work.

8.3.3. **Contract Time**: Any request for an adjustment to the Contract Time must be supported by a time impact analysis identifying critical schedule activities delayed by an event beyond the Contractor's reasonable control.

8.4. Determination of Change Order Cost: The District shall use any reasonable means to calculate the cost of a change order in its sole discretion, including, without limitation: the acceptance of a proposed change order; agreement between the District and Contractor; and, the actual and necessary costs incurred by Contractor based on cost records produced to the District and based on the District's reasonable evaluation of the Work and market research.

8.5. Contractor Obligation to Substantiate: Contractor agrees to provide the District with all information requested to substantiate the cost of any change order and to inform the District whether the Work will be done by the Contractor or a subcontractor. If Contractor fails to reasonably substantiate any requested change in the scope of work, or Contractor fails to timely cooperate with the District to provide substantiation for the costs of any change order, Contractor waives any claim for additional compensation. In addition to any other information requested, Contractor shall submit, prior to approval of any change order, its request for a time extension (if any), as well as all information necessary to substantiate Contractor's belief that such change will delay the completion of the Work.

8.6. Waiver: If Contractor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension. Contractor waives any claim for additional compensation for any change in the scope of work if Contractor performs the work without written approval of the District.

9. TRENCH SHORING: If this Contract is in excess of $25,000 and is for the excavation of any trench deeper than five (5) feet, Contractor must submit and obtain District's approval and acceptance, in advance of excavation, of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

10. EXCAVATIONS OVER FOUR FEET: If this Contract includes excavations over four (4) feet, 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; or (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 the Contract. 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 the Contract. In the event that a dispute arises between the District and the Contractor regarding whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's 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 the Contract, but shall proceed with all Work. 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.

11. LEAD-BASED PAINT: Pursuant to the Lead-Safe Schools Protection Act (Education Code Section 32240 et seq.) and other applicable law, no lead-based paint, lead plumbing and solders, or other potential sources of lead contamination shall be utilized on this Project, and only trained and state-certified contractors, inspectors and workers shall undertake any action to abate existing risk factors for lead. Contractor must execute the Lead-Based Paint Certification, if applicable.

12. WORKERS: Contractor shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor or a subcontractor whom the District may deem incompetent or unfit shall be dismissed from the Site and shall not again be employed at the Site without written consent from the District.

13. DRUG-FREE / TOBACCO FREE / SMOKE FREE POLICY: No drugs, alcohol, tobacco, and/or smoking are allowed at any time in any buildings and/or grounds on District property. No students, staff, visitors, consultants or contractors are to use drugs on these sites.

14. FINGERPRINTING: Contractor shall comply with and provide to the District a fully executed Criminal Background Investigation /Fingerprinting Certification, attached hereto, prior to mobilizing at the Site.

15. CORRECTION OF ERRORS: Contractor shall perform, at its own cost and expense and without reimbursement from the District, any work necessary to correct errors or omissions that are caused by the Contractor's failure to comply with the standard of care required herein. If Contractor fails to correct any those errors, the District reserves the right to deduct the value of the work from any payment(s) owed to Contractor, or to perform the work itself and deduct from any payment(s) owed to contractor the cost to perform the work.

16. FAILURE TO PERFORM. If the District at any time believes that the Contractor is behind schedule, is failing to construct the

Project pursuant to the Contract Documents, or is otherwise failing to perform any provisions of this Contract, the District, after FORTY-EIGHT (48) hours written notice to the Contractor, may take any action necessary or beneficial to the District to complete the Project, takeover the Work of the Contract, terminate or suspend the Contract as indicated herein, or any combination or portion of those actions. The Contractor shall be liable to the District for any cost incurred by the District in those actions and the District has the right to deduct the cost thereof from any payment then or thereafter due the Contractor.

17. SUBSTITUTIONS: No substitutions of material from those specified in the Work Specifications shall be made without the prior written approval of the District.

18. CONTRACTOR SUPERVISION: Contractor shall provide competent supervision of personnel employed on the job Site to monitor the use of equipment and the quality of workmanship.

19. PERSONNEL: Contractor, Contractor's employees, Subcontractors, Subcontractors' employees, or any person associated with the Work shall conduct themselves in a manner appropriate for a school site. The District will not permit any (1) verbal or physical contact with neighbors, students, and faculty; (2) profanity, or inappropriate attire or behavior; (3) photographing, videoing, or audio recording of any neighbors, students, and faculty or any posting of any photographs, videos, or audio recordings of any neighbors, students, and faculty on any internet site, social media platform of any kind, regardless of source of any photograph, video, or audio recording. District may require Contractor to permanently remove noncomplying persons from Project Site

20. CLEAN UP: Debris shall be removed from the Premises. The Site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition. Onsite trash bins shall not be used.

21. ACCESS TO WORK: District representatives shall at all times have access to the Work wherever it is in preparation or in progress. Contractor shall provide safe and proper facilities for such access.

22. PROTECTION OF WORK AND PROPERTY: Contractor shall erect and properly maintain at all times, as required by conditions and progress of the Work, all necessary safeguards, signs, barriers, lights, and security persons for protection of workers and the public and shall post danger signs warning against hazards created by the Work. 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 his discretion to prevent such threatened loss or injury.

23. ASSIGNMENT OF CONTRACT: Contractor shall not assign or transfer in any way any or all of its rights, burdens, duties, or obligations under this Contract without the prior written consent of the District.

24. 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.

25. OCCUPANCY: There is no "Substantial Completion" or "Beneficial Occupancy" for this Project, although the District reserves the right to occupy buildings at any time before formal Contract completion and that occupancy shall not constitute final acceptance or approval of any part of the Work covered by this Contract, nor shall that occupancy extend the date specified for completion of the Work.

26. FORCE MAJEURE CLAUSE: Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, pandemic, product, plant, or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of Contractor. Any delay associated with Covid-19, or any derivative or similar strain thereof, or any federal, state, or local order relating thereto, shall not be considered a Force Majeure Event unless it renders Contractor's performance of the Work impossible, and that event was not reasonably foreseeable at the time of the execution of the Contract.

27. INDEMNIFICATION / HOLD HARMLESS CLAUSE: To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, Contractors, employees, trustees, and volunteers ("**the indemnified parties**") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, including without limitation the payment of all consequential damages, arising out of, pertaining to or relating to, in whole or in part, the negligence, recklessness, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, Contractors, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Contract, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

28. PAYMENT: On a monthly basis, Contractor shall submit an application for payment based upon the estimated value for materials delivered or Services performed under the Contract as of the date of submission ("**Application for Payment**"). Within thirty (30) days after District's approval of the Application for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of the Work performed (as verified by Architect and Inspector and certified by Contractor) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. The District may deduct from any payment an amount necessary to protect the District from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the District in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the total Contract Price or by the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of the Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by District during the prosecution of the Work; (9)

erroneous or false estimates by the Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages, as determined by the District, incurred by the District for which Contractor is liable under the Contract; and (11) any other sums which the District is entitled to recover or withhold from Contractor under the terms of the Contract or pursuant to state law, including section 1727 of the California Labor Code. The failure by the District to deduct any of these sums from a progress payment shall not constitute a waiver of the District's right to recover those sums. The District shall retain five percent (5%) from all amounts owing as retention. Retention shall be paid pursuant to Public Contract Code sections 7107 and 7200.

29. PERMITS AND LICENSES: Contractor and all of its employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, all licenses and permits as are required by law, in connection with the furnishing of materials, supplies, or Services herein listed.

30. INDEPENDENT CONTRACTOR STATUS: While engaged in carrying out the Services of this Contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District. Contractor shall be solely responsible for its own Worker's Compensation insurance, taxes, and other similar charges or obligations. Contractor shall be liable for its own actions, including its negligence or gross negligence, and shall be liable for the acts, omissions, or errors of its agents or employees.

31. ANTI-DISCRIMINATION: It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, or religious creed, and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment Practice Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

32. DISABLED VETERAN BUSINESS ENTERPRISES: Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program for the construction or modernization of a school building (SFP Funds) to have a participation of at least three percent (3%), per year, of the overall dollar amount expended each year by the school district, for disabled veteran business enterprises (DVBE). If this Contract uses School Facilities Program Funds, Contractor must submit, with its executed Contract, appropriate documentation to the District identifying the steps Contractor has taken to solicit DVBE participation in conjunction with this Contract.

33. WARRANTY/QUALITY: Unless a longer warranty is called for elsewhere in the Contract, Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product or Services performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year from District's written acceptance of the Work. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.

34. CONFIDENTIALITY: Contractor shall maintain the confidentiality of all information, documents, programs, procedures, and all other items that Contractor encounters while performing the Contractor's Services to the extent allowed by law. This requirement shall be ongoing and shall survive the expiration or termination of this Contract and specifically includes all student, parent, and disciplinary information.

35. COMPLIANCE WITH LAWS: Contractor shall give all notices and comply with all laws, ordinance, rules and regulations bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, 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 the 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 that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

36. DISPUTES/CLAIMS: Public Contract Code § 9204. Claims between the District and the Contractor shall be resolved in accordance with the procedures established in Public Contract Code § 9204.

36.1. Claim. The term "**Claim**" means a written demand by the Contractor sent by registered mail or certified mail with return receipt requested for:

36.1.1. An extension of the Contract Time, including relief from damages or penalties assessed by the District for delay;

36.1.2. Payment of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment that is not otherwise expressly provided for in the Contract Documents or to which the Contractor is not otherwise entitled; or

36.1.3. Payment of an amount that is disputed by the District.

36.2. Submission of Claim. A Claim arises upon the District's rejection of a request by the Contractor for a change order. The Contractor shall submit the Claim by registered mail or certified mail with return receipt requested to the District's Director of construction and Modernization, with a copy to the Project Manager/Construction Manager. The Contractor shall submit its Claim in writing, together with all Supporting Documentation no later than the earlier of either: (1) thirty (30) days after the date the Claim arises; or (2) sixty (60) days after the date of completion. It is the intent of the District to evaluate and resolve Claims with the Contractor as close to the events giving rise to such Claims as possible and to avoid stale or late Claims, including late notice and documenting of Claims, and to timely mitigate the issue, event, condition, circumstance and/or cause of the Claim and any adverse impacts or damages related thereto.

36.3. Contents of Claim. A Claim must include all Supporting Documentation and a statement identifying it as a Claim signed by an authorized agent or officer of the Contractor under penalty of perjury and including the following language immediately above or before the Contractor's signature: "I declare under penalty of perjury under the laws of the State of California that the information provided and statements made in this Claim are true and correct, substantiated and of merit." The Contractor recognizes and acknowledges that this requirement is not a mere

formality but is intended to ensure that the Contractor only submits Claims that it believes are true and correct, substantiated and have merit.

36.4. Subcontractor Claims. Pursuant to Public Contract Code § 9204(d)(5), a Subcontractor may request in writing, either on its own behalf or on behalf of a lower tier Subcontractor, that the Contractor submit to the District a claim for work which was performed by the Subcontractor or by a lower tier Subcontractor on behalf of the Subcontractor. The Subcontractor requesting that the claim be submitted to the District shall furnish reasonable documentation to support the claim. Regardless of whether or not the Contractor decides to submit the Subcontractor's claim to the District, Contractor shall provide a copy of the Subcontractor's written request, including all supporting documentation, to the Project Manager/Construction Manager within ten (10) days of Contractor's receipt of the request. In the event the Contractor agrees to submit a Subcontractor's claim to the District, the Contractor shall submit such claim as a request for a change order, unless such claim was previously submitted to the District as a request for a change order. Within forty-five (45) days of receipt of the Subcontractor's written request, the Contractor shall notify the Subcontractor in writing as to whether the Contractor submitted the claim to the District and, if the Contractor did not submit the claim, the Contractor shall provide the Subcontractor with a written statement of the reasons for not having done so and shall concurrently provide a copy of such written statement to the Project Manager/Construction Manager. In the event the Contractor includes supporting documentation with such written statement, the Contractor shall concurrently provide a copy of such supporting documentation to the Project Manager/Construction Manager. If the Contractor submits a Claim on behalf of a Subcontractor, the Claim shall include a statement in writing and signed by an authorized agent or officer of the Contractor under penalty of perjury that includes the following language immediately above or before the Contractor's signature: "I declare under penalty of perjury under the laws of the State of California that [insert name of Contractor] has thoroughly evaluated the claim of [insert name of Subcontractor] and determined that the information provided and statements made in the claim are true and correct, substantiated and of merit."

36.5. District Review of Claim. Upon receipt of a Claim, the District shall review the Claim and, within a period not to exceed forty-five (45) days, shall provide Contractor a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Upon receipt of a Claim, the District and the Contractor may, by mutual written agreement, extend the forty-five (45) day time period. The District shall process and make payment of any undisputed portion of a Claim within sixty (60) days after the District issues its written statement. Failure by the District to provide a written statement in response to a Claim from the Contractor within the forty-five (45) day time period, or within an agreed upon extended time period, shall result in the Claim being deemed rejected in its entirety. A Claim that is rejected by reason of the District's failure to respond, or failure to timely respond, to the Claim shall not constitute an adverse finding regarding the merits of the Claim or the claimant's responsibility or qualifications.

36.6. Meet and Confer Meeting. If the Contractor disputes the District's written response, or if the District fails to respond within the time frame prescribed above, the Contractor, within fifteen (15) days of the District's written response or, if the District fails to respond, within fifteen (15) days after the District's response was due, may demand, in a writing sent to the District's Superintendent by registered mail or certified mail, return receipt requested, with a copy to the District's Director of Construction and Modernization, and Project Manager/Construction Manager, an informal conference to meet and confer for settlement of the issues in dispute. The District shall schedule a meet and confer conference within thirty (30) days of its receipt of the Contractor's written demand.

36.7. Mediation. Within ten (10) business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, the District shall provide the Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claim shall be processed and made within sixty (60) days after the District issues its written statement. Any disputed portion of the Claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation. The expenses and fees of the mediator and the administrative fees shall be divided among the parties equally. Each party shall pay its own legal fees, witness fees, and other expenses. The District and the Contractor shall mutually agree to a mediator within ten (10) business days after the disputed portion of the Claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. The foregoing notwithstanding, pursuant to Public Contract Code § 9204(f), the parties may mutually agree in writing to waive mediation.

36.8. Pending resolution of the dispute, Contractor agrees it will neither rescind the Contract nor stop the progress of the Work but will allow determination by the court of the State of California, in the county in which the District's administration office is located, having competent jurisdiction of the dispute.

36.9. Nothing in this Article shall prevent the Parties from resolving any disputes or claims pursuant to Public Contract Code section 20104, et seq., if applicable.

36.10. Nothing in this Contract, waives, modifies or tolls the Contractor's obligation to present a timely claim under Government Code § 910, et seq. Therefore, in addition to complying with the contractual Claims procedures, the Contractor is required to present claims to the District pursuant to Government Code § 910, et seq.

37. LABOR CODE REQUIREMENTS: Provided that the Contract Price is more than $1,000, and the Work is a "public works" under the Labor Code, the parties agree as follows:

37.1. The Work is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

37.2. District hereby provides notice of the requirements described in Labor Code § 1771.1(a) that a contractor or subcontractor shall not be qualified to bid or propose on, be listed in a bid or proposal, or engage in the performance of any

contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code § 1725.5.

37.3. Contractor acknowledges that all or a portion of the Services under this Contract are a public work, and that it and its subcontractors have complied with Labor Code § 1725.5, including, without limitation, the registration requirements thereof.

37.4. Contractor shall post all required job site notices and shall comply with all applicable requirements prescribed thereby, including but not limited to Labor Code § 1771.4.

37.5. Contractor shall comply with all applicable provisions of the Labor Code, Division 3, Part 7, Chapter 1, Articles 1-5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars ($1,000).

37.6. Copies of the prevailing rate of per diem wages are on file with the District.

37.7. Contractor and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the Labor Code, beginning with § 1720, and including §§ 1735, 1777.5 and 1777.6, forbidding discrimination, and §§ 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Contractor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts. Contractor shall comply with Labor Code § 1777.5 pertaining to prevailing wage compensation to apprentices for preemployment activities.

38. PAYROLL RECORDS: Contractor and its subcontractor(s) shall keep accurate certified payroll records of employees and make them available to the District immediately upon request.

39. AUDIT: Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Contract. Contractor shall retain these books, records, and systems of account during the Term of this Contract. Contractor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Contract. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.

40. ANTI-TRUST CLAIM: Contractor and its subcontractor(s) agree to assign to the District all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or a 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.

41. GOVERNING LAW: This Contract shall be governed by and construed in accordance with the laws of the State of California with venue of any action in a in the county in which the District's administration office is located.

42. 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.

43. BINDING CONTRACT: This Contract shall be binding upon the Parties hereto and upon their successors and assigns, and shall inure to the benefit of the Parties and their successors and assigns.

44. DISTRICT WAIVER: District's waiver of any term, condition, covenant or waiver of a breach of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant or the waiver of a breach of any other term, condition or covenant.

45. INVALID TERM: If any provision of this Contract is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Contract.

46. ENTIRE CONTRACT: This Contract sets forth the entire Contract between the Parties hereto and fully supersedes any and all prior agreements, understanding, written or oral, between the Parties hereto pertaining to the subject matter thereof. This Contract may be modified only by a writing evidencing the Parties' mutual consent.

CERTIFICATIONS TO BE COMPLETED BY CONTRACTOR

THE UNDERSIGNED MUST CHECK EACH BOX AND EXECUTE THIS FORM AND HEREBY CERTIFIES TO THE GOVERNING BOARD OF THE DISTRICT THAT:

- He/she is a representative of the Contractor,
- He/she is familiar with the facts herein certified and acknowledged,
- He/she is authorized and qualified to execute this Agreement and these certifications on behalf of Contractor and that by executing this Agreement he/she is certifying the following items.

○ **Labor Code Sections 1860-1861 (Workers' Compensation).** In accordance with Labor Code section 3700, every contractor will be required to secure the payment of compensation to his or her employees. I acknowledge and certify under penalty of perjury that I am aware of the provisions of Section 3700 of the 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 I will comply with such provisions before commencing the performance of the work of this contract.

○ **Government Code Sections 8355-8357 (Drug-Free Workplace).** I acknowledge and certify under penalty of perjury that I will provide a drug-free workplace by doing all of the following:

(1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition.

(2) Establishing a drug-free awareness program to inform employees about all of the following:

(A) The dangers of drug abuse in the workplace.

(B) The person's or organization's policy of maintaining a drug-free workplace.

(C) Any available drug counseling, rehabilitation, and employee assistance programs.

(D) The penalties that may be imposed upon employees for drug abuse violations.

(3) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I also acknowledge that this Contract may be subject to suspension of payments under the contract or grant or termination of the contract or grant, or both, and the contractor or grantee thereunder may be subject to debarment, in accordance with the requirements of the above-referenced statute, if the contracting or granting agency determines that any of the following has occurred:

(1) The contractor or grantee has made a false certification under Section 8355.

(2) The contractor or grantee violates the certification by failing to carry out the requirements of subdivisions (a) to (c), inclusive, of Section 8355.

I also acknowledge that the Department of General Services shall establish and maintain a list of individuals and organizations whose contracts or grants have been canceled due to failure to comply with the above-referenced statute. This list shall be updated monthly and published each month. No state agency shall award a contract or grant to a person or organization on the published list until that person or organization has complied with the above-referenced statute.

○ **Tobacco-Free Environment**. Pursuant to, without limitation, 20 U.S.C. section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq. and District Board Policies, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on District property.

I acknowledge and certify under penalty of perjury that I am aware of the District's policy regarding tobacco-free environments at District sites, including the Project site and acknowledge and certify that I will adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents to use tobacco and/or smoke on the Project site. The District also prohibits electronic cigarettes, "vaping" or similar product uses on District sites.

○ **No Hazardous Materials.** I acknowledge and certify under penalty of perjury that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations ("**New Hazardous Material**"), shall be furnished, installed, or incorporated in any way into the Project or in any tools,

devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for District. I have instructed our employees with respect to the above-mentioned standards, hazards, risks, and liabilities.

(i) Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos-containing material. Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.

(ii) All Work or materials found to be New Hazardous Material or Work or material installed with equipment containing "New Hazardous Material," will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the District.

The Contractor must immediately notify the District within two (2) Business Days, if the Contractor finds and before it disturbs, any material that the Contractor believes may be hazardous waste, as defined in section 25117 of the Health and Safety Code, and requires removal to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law

I acknowledge and certify under penalty of perjury that this certification provides notice to the Contractor that:

(1) The Contractor's work may disturb lead-containing building materials.

(2) The Contractor must notify the District if any work may result in the disturbance of lead-containing building materials.

○ **Lead as a Health Hazard.** Lead poisoning is recognized as a serious environmental health hazard facing children today. Even at low levels of exposure, much lower than previously believed, lead can impair the development of a child's central nervous system, causing learning disabilities, and leading to serious behavioral problems. Lead enters the environment as tiny lead particles and lead dust disburses when paint chips, chalks, peels, wears away over time, or is otherwise disturbed. Ingestion of lead dust is the most common pathway of childhood poisoning; lead dust gets on a child's hands and toys and then into a child's mouth through common hand-to-mouth activity. Exposures may result from construction or remodeling activities that disturb lead paint, from ordinary wear and tear of windows and doors, or from friction on other surfaces.

Ordinary construction and renovation or repainting activities carried out without lead-safe work practices can disturb lead-based paint and create significant hazards. Improper removal practices, such as dry scraping, sanding, or water blasting painted surfaces, are likely to generate high volumes of lead dust.

Because the Contractor and its employees will be providing services for the District, and because the Contractor's work may disturb lead-containing building materials, **Contractor is hereby notified** of the potential presence of lead-containing materials located within certain buildings utilized by the District. All school buildings built prior to 1993 are presumed to contain some lead-based paint until sampling proves otherwise.

(i) **Overview of California Law**

Education Code section 32240 et seq. is known as the Lead Safe Schools Protection Act. Under this act, the Department of Health Services ("**DHS**") is to conduct a sample survey of schools in the State of California for the purpose of developing risk factors to predict lead contamination in public schools. (Ed. Code, § 32241.)

Any school that undertakes any action to abate existing risk factors for lead is required to utilize trained and state-certified contractors, inspectors, and workers. (Ed. Code, § 32243, subd. (b).) Moreover, lead-based paint, lead plumbing, and solders, or other potential sources of lead contamination, shall not be utilized in the construction of any new school facility or the modernization or renovation of any existing school facility. (Ed. Code, § 32244.)

Both the Federal Occupational Safety and Health Administration ("**OSHA**") and the California Division of Occupational Safety and Health ("**Cal/OSHA**") have implemented safety orders applicable to all construction work where a contractor's employee may be occupationally exposed to lead.

The OSHA Regulations apply to all construction work where a contractor's employee may be occupationally exposed to lead. The OSHA Regulations contain specific and detailed requirements imposed on contractors subject to that regulation. The OSHA Regulations define construction work as work for construction, alteration, and/or repair, including painting and decorating. It includes, but is not limited to, the following:

a. Demolition or salvage of structures where lead or materials containing lead are present;

b. Removal or encapsulation of materials containing lead;
c. New construction, alteration, repair, or renovation of structures, substrates, or portions thereof, that contain lead, or materials containing lead;
d. Installation of products containing lead;
e. Lead contamination/emergency cleanup;
f. Transportation, disposal, storage, or containment of lead or materials containing lead on the site or location at which construction activities are performed; and
g. Maintenance operations associated with the construction activities described in the subsection.

Because it is assumed by the District that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that the Contractor, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials (including title 8, California Code of Regulations, section 1532. 1).

The Contractor must notify the District if any Work may result in the disturbance of lead-containing building materials. Any and all Work that may result in the disturbance of lead-containing building materials must be coordinated through the District. A signed copy of this Certification must be on file prior to beginning Work on the Project, along with all current insurance certificates.

(ii) **Renovation, Repair and Painting Rule, Section 402(c)(3) of the Toxic Substances Control Act**

In 2008, the U.S. Environmental Protection Agency, issued a rule pursuant to the authority of Section 402(c)(3) of the Toxic Substances Control Act, requiring lead safe work practices to reduce exposure to lead hazards created by renovation, repair and painting activities that disturb lead-based paint (Renovation, Repair and Painting Rule). Renovations in homes, childcare facilities, and schools built prior to 1978 must be conducted by certified renovations firms, using renovators with accredited training, and following the work practice requirements to reduce human exposures to lead.

Contractor, its workers and subcontractors must fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials, including those rules and regulations appearing within title 40 of the Code of Federal Regulations as part 745 (40 CFR 745).

The requirements apply to all contractors who disturb lead-based paint in a six-square-foot area or greater indoors or a 20-square-foot area outdoors. If a DPH-certified inspector or risk assessor determines that a home constructed before 1978 is lead-free, the federal certification is not required for anyone working on that particular building.

(iii) **Contractor's Liability**

If the Contractor fails to comply with any applicable laws, rules, or regulations, and that failure results in a site or worker contamination, the Contractor will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify, and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom.

If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses, and training shall conduct this Work.

It shall be the responsibility of the Contractor to properly dispose of any and all waste products, including, but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of the Contractor to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This company shall be registered with the Department of Transportation (DOT) and shall be able to issue a current manifest number upon transporting any hazardous material from any school site within the District.

The Contractor shall provide the District with any sample results prior to beginning Work, during the Work, and after the completion of the Work. The District may request to examine, prior to the commencement of the Work, the lead training records of each employee of the Contractor.

I acknowledge and certify under penalty of perjury, that:

1. I have received notification of potential lead-based materials on the District's property;
2. I am knowledgeable regarding and will comply with all applicable laws, rules, and regulations governing work with, and disposal of, lead.

○ **Imported Materials.** All soils, aggregate, or related materials ("**Fill**") that Contractor, a Subcontractor, agent or supplier, in any way, provides or delivers and/or supplies to the Project Site shall be free of any and all hazardous material as defined in section 25260 of the Health and Safety Code, shall satisfy the requirements of any environmental review of the Project performed pursuant to the statutes and guidelines of the California Environmental Quality Act, sections 21000 et seq. of the Public Resources Code ("**CEQA**"), and shall comply with the requirements of sections 17210 et seq. of the Education Code, including requirements for a Phase I environmental assessment acceptable to the State of California Department of Education and Department of Toxic Substances Control. I acknowledge that, to the furthest extent permitted by California law, the indemnification provisions in the Contract Documents apply to, without limitation, any claim(s) connected with providing, delivering, and/or supplying Fill.

○ **Roofing Contract Financial Interest Certification (Public Contract Code § 3006)**

I, _____ [**Your Name**], _____ [**Firm Name**] certify that I have not offered, given, or agreed to give, received, accepted, or agreed to accept, any gift, contribution, or any financial incentive whatsoever to or from any person in connection with a roof project contract or subcontract on the Project. As used in this certification, "person" means any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

I, _____ [**Your Name**], _____ [**Firm Name**] certify that I do not have, and throughout the duration of the Contract, I will not have, any financial relationship in connection with the performance of the Contract with any architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor that is not disclosed below.

I, _____ [**Your Name**], _____ [**Firm Name**] have the following financial relationships with an architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor, or other person in connection with the following roof project contract:

Name of firm ("**Firm**"): _____
Mailing address: _____
Address of branch office used for this Project: _____
If subsidiary, name and address of parent company: _____

For Projects without substantive roofing components, check the following box and execute this certification:

○ The Work on the Contract (1) does not include the replacement or repair of a roof or (2) is a repair of twenty five percent (25%) or less of the roof, (3) or is a repair project that has a total cost of twenty one thousand dollars ($21,000) or less.

○ **Russian Sanctions Certification**

On February 21, 2022, President Biden issued Executive Order 14065 (https://www.whitehouse.gov/briefing-room/presidential-actions/2022/02/21/executive-order-on-blocking-property-of-certain-persons-and-prohibiting-certain-transactions-with-respect-to-continued-russian-efforts-to-undermine-the-sovereignty-and-territorial-integrity-of-ukraine/; "**Federal Order**") imposing economic sanctions and prohibiting many activities including, but not limited to, investing in, importing to, exporting from, and contracting with, areas of Ukraine and in Russia. On March 4, 2022, California Governor Newsom issued Executive Order N-6-22 requiring state agencies to take steps to ensure any agency and entity under contract with state agencies comply with the Federal Order (https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf; "**State Order**").

The District requires the Consultant, as a vendor with the District, to comply with the economic sanctions imposed in response to Russia's actions in Ukraine, including the orders and sanctions identified on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions).

If your Firm's contract with the District has a cumulative value of $5 million or more, your certification here is constitutes your written response to the District, indicating:

(1) that your Firm is in compliance with the required economic sanctions of the Federal and State Orders;

(2) the steps your Firm has taken in response to Russia's actions in Ukraine, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine.

I ACKNOWLEDGE AND CERTIFY UNDER PENALTY OF PERJURY THAT I AM DULY AUTHORIZED TO LEGALLY BIND THE CONTRACTOR TO ALL PROVISIONS AND ITEMS INCLUDED IN THESE CERTIFICATIONS, THAT THE CONTENTS OF THESE CERTIFICATIONS ARE TRUE, AND THAT THESE CERTIFICATIONS ARE MADE UNDER THE LAWS OF THE STATE OF CALIFORNIA.

Date: _____

Proper Name of Contractor: Kompan Inc.

Signature: _____

Print Name: _____

Title: _____

CRIMINAL BACKGROUND INVESTIGATION /FINGERPRINTING CERTIFICATION

The undersigned does hereby certify to the governing board of the District that he/she is a representative of the Contractor, is familiar with the facts herein certified, is authorized and qualified to execute this certificate on behalf of Contractor; and that the information in this Criminal Background Investigation / Fingerprinting Certification is true and correct.

1. **Education Code.** Contractor has taken at least one of the following actions (check all that apply):

○ **All Workers Fingerprinted.** The Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who interact with pupils, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee, has a valid criminal records summary as described in Education Code Section 44237 (Contractor shall "require each applicant for employment in a position requiring contact with minor pupils to submit two sets of fingerprints prepared for submittal by the employer to the Department of Justice for the purpose of obtaining criminal record summary information from the Department of Justice and the Federal Bureau of Investigation."). A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may interact with District pupils during the course and scope of the Contract is attached hereto; and/or

○ **Physical Barrier.** Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of work, a physical barrier at the Project site, that will limit contact between Contractor's employees and District pupils at all times; and/or

○ **Continual Supervision by Fingerprinted Employee.** Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's employees and its subcontractors' employees is:

Name: _____ Title: _____

○ **Unoccupied Site**. The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with the District pupils.

2. **Megan's Law (Sex Offenders).** I have verified and will continue to verify that the employees of Contractor that will be on the Project site and the employees of the Subcontractor(s) that will be on the Project site are **not** listed on California's "Megan's Law" Website (http://www.meganslaw.ca.gov/).

Contractor's responsibility for background clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

I certify that to the best of my knowledge, the contents of this disclosure are true, or are believed to be true.

Date: _____

Proper Name of Contractor: **Kompan Inc.**

Signature: _____

Print Name: _____

Title: _____

EXHIBIT A
SCOPE OF WORK

The scope of work for the Project is as set forth in Section 1.a above

END OF EXHIBIT A

EXHIBIT B
INFECTIOUS DISEASE PROVISIONS – Operational School Sites

1. **Compliance with Orders.** Contractor and its Subcontractors, agents and employees thereof, are responsible for complying with all applicable and existing federal, State, and/or local statutes, orders, rules, regulations, ordinances, and/or directives in any way relating to construction site safety, the Work, the Project, and Site, in connection with any infectious and communicable disease in any form, whether bacterial or viral, including, without limitation, MSRA, influenza, COVID-19, and/or any similar virus or derivative strain ("**Infectious Disease**"). Contractor shall ensure it has supervisor employees onsite that are trained and knowledgeable of all these requirements to ensure full compliance on Site and the Work. Contractor's obligations hereunder shall include, without limitation providing personal protective equipment ("**PPE**") to its employees and to ensure that its subcontractors provide PPE equipment to its employees to prevent the spread of an Infectious Disease at the Project Site(s).

2. **Infectious Disease and Contract Time.** Contractor agrees that the Contract Time is based on Contractor's full compliance with all applicable and existing federal, State, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to construction site safety, the Work, the Project, and the Site in connection with an Infectious Disease. Any dispute concerning the Contract Time in connection with any delay associated with an Infectious Disease shall be resolved pursuant to the Claims procedures in these General Conditions.

3. **Infectious Disease & Extra Work.**

   3.1. Contractor agrees that its Bid/Proposal, the Contract Price and the Contract Time are based on Contractor's full compliance with all applicable and existing federal, state, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to construction site safety, the Work, the Project, and the Site in relation with an Infectious Disease at the time the parties entered into the Contract. Therefore, any additional costs to Contractor associated with an Infectious Disease, or any federal, state, or local order relating thereto, shall not be considered compensable unless:

      3.1.1. It occurred after the date of the award of the Project to Contractor;

      3.1.2. It materially increases the Contract Price or the Contract Time by imposing different, additional or more stringent requirements; and

      3.1.3. Contractor notifies District within ten (10) Days of notice of any new public health order(s), including the anticipated increase to the Contract Price or Contract Time due to the new public health order(s), and Contractor substantiates those costs with detailed supporting documentation as required these General Conditions, including, without limitation, comply with the proposed change orders and, to the extent applicable, Claims provisions.

   3.2. If, during the Work, the applicable and existing federal, state, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to construction site safety, the Work, the Project, and/or the Site in connection with an Infectious Disease, are changed or rescinded (e.g., by the reduction of potential exposure or risk due to vaccinations), the parties agree to reduce the Contractor price and the Contract Time due to the removal of the required efforts. If the parties cannot mutually agree on the appropriate reduction, District may issue a unilateral change order for an amount of time and money it determines to be both reasonable and appropriate. And dispute concerning the application of this procedure shall be resolved pursuant to the Claims procedures in these General Conditions.

4. **Infectious Disease Release.** Contractor acknowledges that it is voluntarily and freely entering into the Contract for this Project and deciding to perform the Work which will require Contractor to enter upon and into the Site and that Contractor use of the Site includes the possible exposure to and illness from an Infectious Disease. Contractor further acknowledges the dangers involved and with full knowledge of these dangers, voluntarily agrees to assume all risks of bodily injury, death, or property damage, whether those risks are known or unknown. Contractor hereby releases District, its agents, representatives, officers, consultants, employees, trustees, and volunteers from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that Contractor, its staff, participants, relatives, children, spouse, partner, household members, family members, employees, guests, invitees, volunteers, agents, consultants, Subcontractors, and any other person tracing exposure or illness to Contractor, now have, or may have in the future, for injury, trauma, illness, loss, unwanted contact, harassment, disability, death or property damages related to being exposed to or contracting an Infectious Disease while using the Site for the performance of the Work. Contractor shall include this paragraph in all subcontracts with Subcontractors.

5. Contractor shall ensure it has supervisor employees onsite that are trained and knowledgeable of all of these requirements to ensure full compliance on Project Site(s).

6. Any cost to comply with these "Infectious Disease Compliance Provisions" shall be at Contractor's sole expense and expense, but may be included in the Contract Price.

7. Vaccination Status.

7.1. Contractor's Applicable Workers will not be allowed to enter the District's school site if they have a fever, cough or other COVID-19 or infectious disease symptom(s). Contractor agrees to implement, comply with, and fulfill the terms and requirements of the Health & Safety Policies. Contractor also acknowledges and hereby certifies that Contractor will require any Applicable Worker comply with the requirements of the Health & Safety Policies on the District's school site, including, but not limited to the requirements set forth here:

7.2. **COVID-19 Vaccination Status:** Contractor is required to ensure that all of its employees who will be working in **any** capacity on operational District school sites have been either:

7.2.1. Fully vaccinated for COVID-19 or
7.2.2. Tested within 72 hours prior to any initial work on a District site and then tested on a weekly basis.
7.2.2.1. COVID-19 Testing: Testing shall be compliant with the CDPH K-12 Order dated August 11, 2021, which must be either:
7.2.2.1.1. Polymerase Chain Reaction (PCR)
7.2.2.1.2. Antigen test
7.2.2.2. Laboratory confirmed results and which has FDA Emergency Use Authorization (EUA) must be provided.

7.3. Any Contractor employee who does not fulfill these requirements will be declared ineligible to provide service on any District school site until they submit the proper documentation.

7.4. Contractor's responsibility for COVID-19 compliance and record keeping extends to all of its employees, subcontractors, and employees of subcontractors who work in any capacity on a school campus, including but not limited to those who come into contact with District students and employees, regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

END OF EXHIBIT B

EXHIBIT C
FEDERAL CONTRACTING PROVISIONS

☒ **RESERVED – NOT APPLICABLE**

END OF EXHIBIT C

Sales Proposal

Quote No. SP136812-5
Customer No. 210260
Document Date 09/04/2024
Expiration Date 11/03/2024

San Ysidro School District
Ref.: Willow Elementary School
Mr. Jose Leon
4350 Otay Mesa Rd
San Ysidro, CA 92173

Sales Support Valentina Sverž
Email spareparts@Kompan.com

Project Name USN009180 Willow Elementary School

No.	Description	Qty	Unit	Unit Price	Net Price
N500004-06		2	Pieces	964.00	1,928.00
N500003-06		2	Pieces	320.00	640.00
N500006-06		4	Pieces	573.00	2,292.00
A400886-9906	BAR FOR COROFLEX (ECO DK 157)	1	Pieces	168.00	168.00
A400850-128	Ø45 HEMISPHERE FOR COROFLEX ROPE	20	Pieces	12.00	240.00
N500002-06	COROFLEX L=745	2	Pieces	354.00	708.00
A400850-128	Ø45 HEMISPHERE FOR COROFLEX ROPE	8	Pieces	12.00	96.00
A868302-181	CURVED SECTION - LEFT (LABEL), GREY	1	Pieces	814.00	814.00
A10080-06	DO-NUT BASE 10MM FLAT (A10039)	8	Pieces	0.50	4.00
A100-31	DO-NUT TOP 10 MM BLACK	8	Pieces	0.30	2.40
601045-A2	BH SCR M10X45 A2 BL LOC TUFLOK360 ISO 7380	2	Pieces	4.40	8.80
601030	BH SCR M10X30 A2 ISO 7380	2	Pieces	1.50	3.00
701525	FLT.WASH FOR CYL HEAD SC Ø24X15X2 A2 DIN433	4	Pieces	0.50	2.00
A400577-06	PLUG TUBE Ø38 (SRL 38 - BLACK)	5	Pieces	0.90	4.50
AC413900-99	TEARDROP HANDLE COMPLETE	1	Pieces	114.00	114.00
A866106-9906	WASHER WITH STAINLESS PINS FOR HOOK ECO CZ 295	1	Pieces	13.00	13.00
A864003-06	DO-NUT BASE 10MM FOR BAR Ø38 BLACK /ECO_CZ_337/	2	Pieces	2.40	4.80
708524	FLT WASH WO CHAMFER Ø24XØ8,5X2 A2 DIN9021	1	Pieces	0.60	0.60
400108	PTHL NUT M8 A2 DIN985	1	Pieces	0.40	0.40

Kompan California, Inc. | 22431 Antonio Parkway, Ste B160-426 | Rancho Santa Margarita, CA 92688 | USA | Phone No. 1-800-426-9788

Sales Proposal

Quote No. SP136812-5
Customer No. 210260
Document Date 09/04/2024
Expiration Date 11/03/2024

San Ysidro School District
Ref.: Willow Elementary School
Mr. Jose Leon
4350 Otay Mesa Rd
San Ysidro, CA 92173

Sales Support Valentina Sverž
Email spareparts@Kompan.com

Project Name USN009180 Willow Elementary School

No.	Description	Qty	Unit	Unit Price	Net Price
A10016-06	DO-NUT TOP 12MM BLACK	1	Pieces	1.00	1.00
A400508-06-Q10	COVER WALL BRACKET X 10 PA6 BLACK IN PLASTIC BAG	10	Pieces	14.00	140.00
A400508-06-Q25	COVER WALL BRACKET X 25 PA6 BLACK IN PLASTIC BAG	25	Pieces	34.00	850.00
A10078-13	DO-NUT TOP 10MM GREEN	1	Pieces	0.30	0.30
OBVR1910018	CAP NUT M10 A2-70 DIN1587	1	Pieces	1.40	1.40
701023	WASHER Ø23X10.5X2.5 DIN 6796 A2	1	Pieces	0.60	0.60
110050-A2	BB M10X50 A2 DIN603	1	Pieces	2.70	2.70
N900002-06	ROPE LADDER (ECO 99)	1	Pieces	627.00	627.00
A801055-06	HEXAGONAL PLUG 6 MM	1	Pieces	0.50	0.50
911210-A2	HSS SCR M12X10 A2 VC-3 LOCTITE DIN913	1	Pieces	2.30	2.30
A900038-130	SUPPORT ROD FOR SWIVEL	1	Pieces	8.70	8.70
931030-A2	HSHC SCR M10X30 DIN912 A2 LOC-TITE	2	Pieces	2.50	5.00
400210-A2	PTHL NUT M10 ACC DRW A2 BROWN	2	Pieces	2.10	4.20
A900215-06	HEXAGONAL PLUG 8 MM	2	Pieces	0.60	1.20
400010-A2	HEX NUT M10 A2 DS03 BLUE DIN934	2	Pieces	1.30	2.60
AB9025-00	BOLTPACK XY9025	1	Pieces	332.00	332.00
A100-35	DO-NUT TOP 10 MM YELLOW RAL 1003	5	Pieces	1.90	9.50
A10078-13	DO-NUT TOP 10MM GREEN	5	Pieces	0.30	1.50
A100-31	DO-NUT TOP 10 MM BLACK	5	Pieces	0.30	1.50
A900271-06	PLUG FOR CONNECTION BALL	5	Pieces	1.80	9.00

Kompan California, Inc. | 22431 Antonio Parkway, Ste B160-426 | Rancho Santa Margarita, CA 92688 | USA | Phone No. 1-800-426-9788

Sales Proposal

Quote No.	SP136812-5
Customer No.	210260
Document Date	09/04/2024
Expiration Date	11/03/2024

San Ysidro School District
Ref.: Willow Elementary School
Mr. Jose Leon
4350 Otay Mesa Rd
San Ysidro, CA 92173

Sales Support	Valentina Sverž
Email	spareparts@Kompan.com

Project Name USN009180 Willow Elementary School

No.	Description	Qty	Unit	Unit Price	Net Price
N213101-07	NET 31 PUR	1	Pieces	1,524.00	1,524.00
A100-33	DO-NUT TOP 10 MM RED	12	Pieces	0.30	3.60
310090	COACH SCREW 10X90 MM DELTA	12	Pieces	5.00	60.00
A365-01	SAFETY BAR 416	1	Pieces	152.00	152.00
210070	MB M10X70 DELTA DIN931	2	Pieces	1.60	3.20
A10086-18	DO-NUT BASE TROPIC NATURAL	2	Pieces	1.20	2.40
A10085-18	DO-NUT TOP NATURAL	2	Pieces	0.60	1.20
AB2000-00	BPK BRANDING MOMENTS	1	Pieces	72.00	72.00
A100-42	DO-NUT ID TOP 12 MM TRANSPARENT	2	Pieces	1.60	3.20
A10089-18	LABELLING RING	2	Pieces	0.40	0.80
A16-0470-19	ROPE 16X470 AFS STK 2	2	Pieces	109.00	218.00
A100-33	DO-NUT TOP 10 MM RED	4	Pieces	0.30	1.20
310100	COACH SCREW 10X100 MM DELTA	4	Pieces	3.90	15.60
701528	FLT.WASH Ø28X15X2.5 A2 DIN125A	2	Pieces	0.60	1.20
B400056-0308	PLAYSPOT PLATE HANDLE NIGHT SKY BLUE	2	Pieces	57.00	114.00
53306-07	GEAR KNOP BLÅ	2	Pieces	25.00	50.00
A400278-128	WASHER 8 MM FOR TROPIC DO-NUT /DK_395/	2	Pieces	2.30	4.60
210100408040	SLHC SCR M8X40 A2 DELTA	2	Pieces	2.10	4.20
A100-44	DO-NUT TOP 10 MM BLUE RAL5012	2	Pieces	4.40	8.80
N400205-12	SWAY NET - HIGH --> F400205-00 /ECO_CZ_370/	1	Pieces	2,146.00	2,146.00
A400583-06		10	Pieces	7.70	77.00
A400499-128		10	Pieces	7.10	71.00

Kompan California, Inc. | 22431 Antonio Parkway, Ste B160-426 | Rancho Santa Margarita, CA 92688 | USA | Phone No. 1-800-426-9788

Sales Proposal

Quote No. SP136812-5
Customer No. 210260
Document Date 09/04/2024
Expiration Date 11/03/2024

San Ysidro School District
Ref.: Willow Elementary School
Mr. Jose Leon
4350 Otay Mesa Rd
San Ysidro, CA 92173

Sales Support Valentina Sverž
Email spareparts@Kompan.com

Project Name USN009180 Willow Elementary School

No.	Description	Qty	Unit	Unit Price	Net Price
A62510-52	PIN FOR THIMBLE SS 5 H9 X 26	20	Pieces	0.60	12.00
A864002-06	DO-NUT BASE 10MM FOR BAR Ø48 BLACK	6	Pieces	3.00	18.00
400210	PTHL NUT M10 ACC DRW DELTA DT22 BLACK	3	Pieces	1.50	4.50
A10016-06	DO-NUT TOP 12MM BLACK	3	Pieces	1.00	3.00
AB2000-00	BPK BRANDING MOMENTS	1	Pieces	72.00	72.00
A100-42	DO-NUT ID TOP 12 MM TRANSPARENT	2	Pieces	1.60	3.20
A10089-18	LABELLING RING	2	Pieces	0.40	0.80
AC702102-07	ROPE LADDER	1	Pieces	1,364.00	1,364.00
A100-33	DO-NUT TOP 10 MM RED	2	Pieces	0.30	0.60
A10085-06	DO-NUT TOP BLACK	2	Pieces	1.40	2.80
400210	PTHL NUT M10 ACC DRW DELTA DT22 BLACK	2	Pieces	1.50	3.00
210065	MB M10X65 DELTA DIN931	2	Pieces	1.50	3.00
911225-A2	HSHC SCR M12X25 DIN912 A2 LOC (99914002)	1	Pieces	3.70	3.70
A801301-06	TRIANGULAR PODIUM	1	Pieces	671.00	671.00
A62101-06	LITTLE-NUT BASE BLACK	1	Pieces	2.30	2.30
A62102-06	LITTLE-NUT TOP BLACK	1	Pieces	1.20	1.20
A10043-06	DO-NUT BASE 10 MM LABEL W/SQUARE	2	Pieces	2.30	4.60
A10089-18	LABELLING RING	2	Pieces	0.40	0.80
A100-42	DO-NUT ID TOP 12 MM TRANSPARENT	2	Pieces	1.60	3.20
911225-A2	HSHC SCR M12X25 DIN912 A2 LOC (99914002)	8	Pieces	3.70	29.60
A900216-06	HEXAGONAL PLUG 10 MM	8	Pieces	0.60	4.80

Sales Proposal

San Ysidro School District
Ref.: Willow Elementary School
Mr. Jose Leon
4350 Otay Mesa Rd
San Ysidro, CA 92173

Quote No.	SP136812-5
Customer No.	210260
Document Date	09/04/2024
Expiration Date	11/03/2024

Sales Support	Valentina Sverž
Email	spareparts@Kompan.com

Project Name USN009180 Willow Elementary School

No.	Description	Qty	Unit	Unit Price	Net Price
A900005-128	RAIL TO BALL LOWER H-1236-1 /ECO_ DK 253+447/	2	Pieces	71.00	142.00
A900006-128	RAIL TO BALL UPPER H-1236-2 /ECO_ DK_253+447/	2	Pieces	38.00	76.00
FREIGHT	Freight	1	Pieces	2,520.55	2,520.55
INSTALL SPECIAL	Installation	1	Pieces	13,168.52308	13,168.52

Description	Qty	Net Price
No. of Products	304	
Subtotal - Products		16,004.60
Subtotal - Installation		13,168.52
Subtotal - Freight		2,520.55
Total USD Excl. Tax		**31,693.67**
Estimated Tax rate		1,240.36
Total USD Incl. Tax		**32,934.03**

Alternative Items

No.	Description	Qty	Unit	Unit Price	Net Price

Payment Terms 50% Prepayment , 50% Net 30 days

Kompan California, Inc. | 22431 Antonio Parkway, Ste B160-426 | Rancho Santa Margarita, CA 92688 | USA | Phone No. 1-800-426-9788

Sales Proposal

Quote No.	SP136812-5
Customer No.	210260
Document Date	09/04/2024
Expiration Date	11/03/2024

San Ysidro School District
Ref.: Willow Elementary School
Mr. Jose Leon
4350 Otay Mesa Rd
San Ysidro, CA 92173

Sales Support	Valentina Sverž
Email	spareparts@Kompan.com

Project Name USN009180 Willow Elementary School

Note that the color and texture of products and surfacing made with recycled content are subjected by the differences from the used recycled raw materials. Therefore, minor differences in the appearance and texture can occur.
Applicable sales tax will be added unless a valid tax exemption certificate is provided. This amount is only an estimate of your tax liability.
Your acceptance of this proposal constitutes a valid order request and includes acceptance of terms and conditions contained within this Master Agreement, which is hereby acknowledged.
Acceptance of this proposal from KOMPAN is acknowledged by issuance of an order confirmation by an authorized KOMPAN representative.
Prices in this quotation are good until expiration date, shown in the top of this document. After that date, this proposal may be withdrawn.
Prevailing Wage and Payment & Performance Bonds are not included unless stated in body of Sales Proposal. If Payment & Performance Bonds are needed, add 2.2% of the entire sales proposal.

This information required for order placement:

Accepted By (Please Print): _____

Accepted By (Title): _____

Accepted By (signature): _____

Date: _____

Date Equipment needed on site: _____

Bill To: _____
Address: _____
City, State, Zip: _____
Contact: _____
Contact Email: _____
Contact Phone (Office): _____

Ship To: _____
Address: _____
City, State, Zip: _____
Contact: _____
Contact Email: _____
Contact Phone (Office): _____
Contact Phone (Cell): _____

SALES TAX EXEMPTION CERTIFICATE #: _____
(PLEASE PROVIDE A COPY OF CERTIFICATE)

Kompan California, Inc. | 22431 Antonio Parkway, Ste B160-426 | Rancho Santa Margarita, CA 92688 | USA | Phone No. 1-800-426-9788

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: September 12, 2024

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

FROM:
Educational Services
Russell Little, Assistant Superintendent

☐ Informational
☒ Action

AGENDA ITEM: ADDENDUM TO THE CONSULTING AGREEMENT WITH EMILY N. STEWART

BACKGROUND INFORMATION:
Emily Stewart is an Early Learning Consultant focused on pairing developmentally appropriate practice with 21st century learning. She supports teachers in the design and implementation of collaborative learning experiences that promote and enhance the development of 21st century skills for all young children.

Our Governing Board approved the service agreement with Emily N. Stewart Consulting on May 23, 2024. As the number of Transitional Kindergarten (TK) teachers has increased, the agreement needs to be amended to increase the number of coaching sessions.

The cost implications include $73,000.00 from the original agreement plus $8,000.00 for the additional coaching sessions, for a total of $81,000.00.

RECOMMENDATION:
Approve the addendum to the agreement with Emily N. Stewart Consulting for professional learning services for teachers in grades Transitional Kindergarten through Second during the 2024-25 school year at the total cost of $81,000.00 from the Title I PD fund.

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?	Are funds for this item available in the 2024-2025 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$81,000.00	Title I PD Fund
(Amount)	(Name of funding source and/or location)

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

San Ysidro Unified School District
Professional Learning Proposal

Professional Growth Sessions
All professional growth sessions will utilize agency data, reflections, feedback to ensure the agency needs are being met. Further, all trainings will be aligned to the CA Preschool Learning Foundations and Curriculum Frameworks. All trainings will include handouts, giveaways, and training materials, and can be facilitated in a face to face or virtual format

Transitional Kindergarten Professional Learning Addendum

TK Environment & Curriculum Instructional Coaching *$400.00 per teacher per month*

- Initial Observation and Reflection Conference with Goal Setting
- Weekly coaching resources aligned to the teacher's goals
- Aligned to agency initiatives
- In person, monthly visits with classroom resources
- Instructional Coaching Models used: Observation and Reflection, Whisper Coaching, Vicarious Learning, Curriculum Planning and Development
- Coaching Observation Log submitted monthly to agency director

2024-2025 Professional Learning Cost Breakdown

TK Environment & Curriculum Instructional Coaching	*2 teachers*	*$8,000.00*

2024-2025 Professional Learning Total: $8,000.00

Emily N Stewart Consulting
msemilystewart@gmail.com
951.609.4987

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: September 12, 2024

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

FROM:
Educational Services
Russell Little, Assistant Superintendent

☐ Informational
☒ Action

AGENDA ITEM: AMENDMENT NO. 1 TO THE AGREEMENT WITH SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS FOR PARTICIPATION IN PROJECT CLEAR

BACKGROUND INFORMATION:
The San Diego County Office of Education (SDCOE) has been awarded a $14.5 million Learning Acceleration System Grant (LASG) from the California Collaborative for Educational Excellence (CCEE) for Project CLEAR (California Literacy Elevation by Accelerating Reading). The project aims to address students' learning recovery and acceleration by providing access to reading support and intervention.

As funded by the LASG through CCEE and awarded to SDCOE our District agrees to support the Project CLEAR program goals to:

- Provide access and increase availability to learning acceleration in literacy for diverse K-12 Students populations by increasing the number of Teacher Leaders in California.
- Address students' learning recovery and acceleration by providing access to prevention and intervention via Reading Recovery/*Descubriendo la Lectura.*
- Build system capacity by creating literacy teams and networks within districts and at schools through a structured professional learning model.

The Agreement with SDCOE for participation in Project CLEAR was approved by our Governing Board on June 22, 2023, and it needs to be amended to reflect the following changes: ▪ Change the end date of the contract to June 30, 2025, ▪ Update books and supplies allowance to $680 for teachers and ▪ Include the $1,500.00 stipend for the 2-Unit courses. This amendment replaces the agreement that was board approved on August 8, 2024.

The cost implication for the District will be compensation for additional hours as needed for participating teachers, as this is not covered under the Project CLEAR Grant.

RECOMMENDATION:
Approve the amendment to 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 2024-25 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	

Approximate Grant Award:	
TBA	Project CLEAR/TBD Fund
(Amount)	(Name of funding source and/or location)

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

AMENDMENT TO AGREEMENT

This Amendment to Agreement (this "**Amendment**") is dated as of August 5, 2024 and is made by and between the San Diego County Superintendent of Schools ("**County**"), and San Ysidro School District ("**Consultant**"). County and Consultant may be collectively referred to as the "**Parties**":

This Amendment is made with reference to the following facts and objectives:

A. County and Consultant are parties to County Agreement No. 23241105 dated June 14, 2023. The Original Agreement and all prior Amendments may be collectively referred to as "**Agreement**".

B. The Parties wish to amend the Agreement as stated below.

C. All terms not specifically changed by this Amendment shall remain in full force and effect as stated in the agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as set forth below.

- **Change the end date of the contract to June 30, 2025**
- **Update books and supplies allowance to $680 for teachers**
- **Include the $1,500 stipend for the 2-Unit courses**

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the effective date set forth above.

SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS	**CONTRACTOR**
By (Authorized Signature)	By (Authorized Signature)
Michael Simonson	Marilyn Adrianzen
Name (Type or Print)	Name (Type or Print)
Deputy Superintendent, Chief Business Officer	Chief Business official
Title	Title
Date	Date
	Board approved: _____

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board **BOARD MEETING DATE:** September 12, 2024

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

FROM:
Willow School
Myrna Cerda, Principal

☐ Informational
☒ Action

AGENDA ITEM: GRANT ACCEPTANCE AND AGREEMENT WITH THE POSITIVE MOVEMENT FOUNDATION FOR 2024-25

BACKGROUND INFORMATION:
The Positive Movement Foundation is a non-profit organization in San Diego that aims to support individual schools by creating an enriching learning environment.

Their goals are to bring support not only to the students but to the faculty and staff as well. This support includes new equipment in classrooms, catering for staff free of charge, incentives for students through PBIS and good attendance values, and incentives for teachers to improve academic scores.
They have expressed interest in Willow Elementary receiving their two-year sponsorship. The 2024 to 2025. The positive movement directly supported Willow Elementary students and staff through the following: student engagement activities for lunchtime, monthly student incentives for improving attendance, prizes for the PBIS Willow Store, monthly PBIS lunch incentive for students, fun Fridays for better attendance, a large color printer for school enrichment, student reclassification party, monthly lunch for teachers and staff, and teacher incentives.

The funding provided for the 2024-2025 school year will be spent on the school overall, like last year, but with a central focus on PBIS. A team consisting of the school's principal, intervention teacher, school psychologist, school therapist, and outreach consultant will meet periodically to budget the funding.
It is important to note that Willow Elementary and the San Ysidro School District will *not* be receiving this funding directly (no monetary movement) but, instead, will be provided this funding through the agency directly ordering and delivering for the school.

The Positive Movement Foundation has expressed in its terms and conditions and would like to continue offering the grant funds for a second school year 2024-2025 at no cost to Willow Elementary and San Ysidro School District. They ask that communication remains consistent between the school and their agency to maximize the benefit of their support.

RECOMMENDATION:
Accept the grant award and approve the amendment to The Positive Movement Foundation to provide educational programs, supplies and incentives to Willow Elementary School's students and staff during 2024-25 at no cost to the District.

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	

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

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

AMENDMENT NO. 1

The Agreement between San Ysidro School District (District) and Positive Movement Foundation was entered on September 8, 2023, to support the District's vision and goals and those of the sponsored school. Positive Movement Foundation provides a generous grant of up to $40,000 to enhance the school's infrastructure and aims to empower the sponsored school in every way possible.

Amendment No. 1 is to extend the grant offer to the school year 2024-25 as follows:

- SECTION NO. 5 TERM:

  Extend the Term to Fiscal Year 2024-25 (July-June).

All other Terms and Conditions of the Agreement dated September 8, 2023 will remain the same.

The District and Positive Movement Foundation, each party signing this Amendment warrants to the other that he or she has the full authority to sign on behalf of the Party on which his or her signature is made.

Positive Movement Foundation	**San Ysidro School District**
Firm Name	Firm Name
Omid Sabet	
Signature of Authorized Agent	Signature
Omid Sabet , Partner	Marilyn Adrianzen, Chief Business Official
Print Name, Title	Print Name, Title
8/13/24	
Date:	Date
	Board Approved

Dear Willow Elementary School,

We are thrilled to extend our heartfelt congratulations to you! It brings us immense joy to announce that Willow Elementary has been chosen as the latest sponsored school by our non-profit foundation, +MVMNT. Out of the numerous schools we evaluate annually, your institution has truly stood out, and it is with great enthusiasm that we welcome you as our 3rd sponsored school.

At +MVMNT, we take great care in selecting schools for sponsorship, and your commitment to education and the welfare of your students has not gone unnoticed. Our decision was based on a comprehensive assessment of various metrics, all pointing to the substantial impact our support can bring to your school community.

This sponsorship, typically spanning a minimum of 2 years, covers a wide spectrum of areas that contribute to an enriched learning environment. From enhancing infrastructure—such as gardens, athletic spaces, therapy and game rooms—to providing vital equipment like classroom tools, athletic items, administrative resources, and computers, our aim is to empower your school in every way possible.

Moreover, our dedication extends to fostering innovative programs. Through our sponsorship, we're excited to facilitate the creation of clubs focused on wellness, therapy, mindfulness, as well as initiatives that express appreciation for your dedicated teachers and inspire students through exciting incentives.

About the Award
The Positive Movement Foundation traditionally allocates annual funding ranging from $15,000 to $40,000 to our partner schools. However, the actual amount disbursed is influenced by the unique needs of each school. This decision-making process is guided by the potential impact that these resources and programs can have, and it rests ultimately with our president and board. Our priority is to channel these funds into areas that promise the highest positive effect on your students' educational journey.

Terms and Conditions
We would like to emphasize that we don't require anything specific from our sponsored schools. We are here to support your vision and goals. Positive Movement will take care of funding all recommended programs and supplying the necessary resources. We do, however, kindly request that a healthy and open line of communication be maintained between your school and our team. This ensures that our resources and programs are effectively leveraged and utilized to their fullest potential. Additionally, please note that certain funds may be allocated on a monthly or semester basis. As such, any unutilized funds allocated for the year may be prorated. Our goal is to make certain that the resources we provide are effectively deployed to maximize their benefit.

Warm regards,

Omid Sabet

Omid Sabet
President of the Board
The Positive Movement Foundation
www.ThePositiveMovement.org

The Positive Movement Foundation is a 501(c)(3) nonprofit organization
EIN: #85-3224057

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board **BOARD MEETING DATE:** September 12, 2024

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

FROM:
Preschool & Child Development Programs
Julie Pretzer, Director

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH EPISCOPAL COMMUNITY SERVICES (ECS)

BACKGROUND INFORMATION:
The Preschool & Child Development Program has been offering Head Start services for children three and four years of age for the past years through funding administered by the Episcopal Community Services (ECS). ECS Head Start has a long tradition of delivering high-quality services designed to foster healthy development in low-income children and their families. Program benefits include a range of individualized services in the areas of education and early childhood development; medical, dental, and mental health; nutrition; family social services; and family engagement, including training and workshops for parents.

The District will continue to receive funds for the 2024-2025 school year to fund two (2) preschool classes at the Preschool & Child Development Center (CDC) and up to two (2) preschool classes at Sunset Preschool.

RECOMMENDATION:
Approve the agreement with Episcopal Community Services for the 2024-25 Head Start Program.

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 #

FUNDING SOURCE
$332,326.97
(Amount)

Preschool & Child Development
ECS Head Start Account
(Name of funding source and/or location)

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

HEAD START & EARLY HEAD START SERVICES PROVIDER AGREEMENT

Subcontractor No. HSY1

This Agreement is made on July 1, 2024, between EPISCOPAL COMMUNITY SERVICES (ECS), a California nonprofit corporation, with its principal place of business at 401 Mile of Cars Way Suite 350 National City, CA. 91950, and PRESCHOOL AND CHILD DEVELOPMENT PROGRAMS SAN YSIDRO SCHOOL DISTRICT ("Provider") with its principal place of business at 1880 Smythe Ave. San Ysidro CA. 92173. ECS and Provider are collectively referred to herein as the "Parties" or time to time individually as a "Party."

RECITALS - WITNESSETH

Whereas:

A. ECS will enter into a MEMORANDUM OF UNDERSTANDING (MEMORANDUM) for Program Year (PY) 2 with the Neighborhood House Association (NHA) for the Head Start Program of San Diego County effective July 1, 2024 through June 30, 2025. A copy of the MEMORANDUM, including attachments, is available at the offices of ECS and shall be furnished to Provider upon request.

B. As part of the obligations set forth in the MEMORANDUM, ECS has agreed to provide copies of the New 2016 Federal Head Start Performance Standards and other federal requirements, policies and procedures, forms and samples of record keeping systems to Provider to ensure compliance with Head Start/Early Head Start guidelines.

C. NHA received a grant under Title II-A of the Economic Opportunity Act of 1974, as amended, from the Administration of Children, Youth and Families of the United States Department of Health and Human Resources, requiring NHA to administer the Head Start Program in San Diego County.

D. Pursuant to the MEMORANDUM, ECS is a Subrecipient Agent to NHA to serve Head Start eligible children in accordance with the ECS Grant Application submitted to NHA (ECS Grant Application). A copy of the Grant Application is available at the offices of ECS and shall be furnished to Provider upon request.

E. Provider is a school district registered with facilities licensed by the State of California, Community Care Licensing ~~t~~o provide educational instruction to children 3 to 5 years of age and their families.

F. ECS desires to retain the services of Provider to assist ECS in the performance of its duties and obligations pursuant to the MEMORANDUM and the ECS Grant Application.

G. Provider desires to assist ECS with its duties and obligations as outlined in the MEMORANDUM and Grant Application.

1. **INCORPORATION OF RECITALS**

1.1 Incorporation of Recitals. The previous RECITALS are incorporated herein as though set forth in full.

2. **TERM OF AGREEMENT**

2.1 Initial Term. This Agreement will become effective on July 1, 2024, and will continue in effect through June 30, 2025, unless terminated earlier in accordance with provision in Section 8: Termination. If Provider: (a) fully performs as required herein; and (b) continues to operate, at its current level, as a preschool program licensed by the California Community Care Licensing, it is the intent of ECS to consider renewal of this Agreement beyond the initial term.

3. **SERVICES TO BE PERFORMED BY PROVIDER**

3.1 Specific Services. Provider agrees to perform the services specified in the "Description of Services" attached hereto as Exhibit A-G and incorporated herein by reference. These services shall be provided at certain licensed childcare preschool centers identified in EXHIBIT "A" (the "Sites").

3.2 Method of Performing Services. Provider will determine the method, details, and means of performing the services described in the Exhibit A-G, "Description of Services"

3.3 Status of Provider. Provider enters into this Agreement, and will remain throughout the term of the agreement, as an Independent Contractor. Provider agrees that Provider is not and will not become an employee, partner, agent, or principal of ECS while this Agreement is in effect. Provider agrees that it is not entitled to rights or benefits afforded to the employees of ECS, including disability or unemployment insurance, workers' compensation, medical insurance, sick leave, or any other employment benefit. Provider is responsible for providing, at its own expense, disability, unemployment, and other insurance, workers' compensation, training, permits, and licenses for Provider and for its

employees and subcontractors.

3.4 Payment of Income Taxes. Unless otherwise exempt from the payment of income taxes, Provider is responsible for paying all income taxes, including estimated taxes, incurred as a result of the compensation paid by ECS for services under this Agreement. On request, Provider will provide ECS with proof of timely payment. Provider agrees to indemnify ECS for any claims, costs, losses, fees, penalties, interest, or damages suffered by ECS resulting from the failure of the Provider to comply with this provision.

4. COMPENSATION

4.1 Payment of Compensation. Provider will be paid in accordance with the terms and conditions set forth in the "Schedule of Payments" attached hereto as Exhibit B.

5. OBLIGATIONS OF PROVIDER

5.1 Provider must inform ECS when new District Employees become employed throughout the program year, to ensure clearances are properly processed.

5.2 Medical Exam. New District Employees newly assigned to Head Start will schedule a physical exam, TB screening/assessment thru ECS's Medical Provider **before** they work with the Head Start children and **there after every four years.**

5.3 Immunization. Provider shall comply with California Health and Safety Code 1596.7995, and Community Care Licensing effective September 1, 2016, regarding immunizations for persons employed or volunteering at pre-school centers.

5.4 Background Check. New District Employee will get a back-ground check from Community Care Licensing through ECS's designated LiveScan provider, before they work with the Head Start children.

5.5 Mandated Reporter Training. District Employees assigned to Head Start Classrooms must take the Community Care Licensing Mandated Reporter

training within 90 days and **there after every year.**

5.6 Integrated Pest Management Training: District Employees assigned to Head Start Classrooms must complete the IPM training for Child Care Providers **within 90 days** and **there after every year.**

Non-Exclusive Relationship. Provider may represent, perform services for, and contract with as many additional clients, persons, or companies as Provider sees fit.

5.7 Facilities, Tools, Materials, and Equipment. Unless otherwise specified, Provider will supply all facilities, tools, materials, and equipment required to perform the services under this Agreement. Workers' Compensation. At all times during the term of this Agreement, including any extensions or renewals, Provider agrees to provide workers' compensation insurance for its employees and agents and agrees to hold harmless and indemnify ECS for any and all claims arising out of any injury, disability, or death of any of Provider's employees or agents. Provider will furnish ECS with a Certificate of Insurance evidencing compliance.

5.8 ECS will provide workers' compensation insurance for ECS staff stationed on Provider's premises.

5.9 Errors and Omissions Insurance. During the term of this Agreement, including any extensions or renewals, Provider agrees to maintain a policy of insurance in the minimum amount of two million dollars ($2,000,000) naming ECS and NHA as additional insured to cover any negligent acts or omissions committed by Provider or its employees or agent during the performance of any duties under this Agreement. In addition, Provider agrees to indemnify and hold ECS free and harmless from any and all claims arising from any such negligent act or omission. Provider will furnish ECS with a Certificate of Insurance evidencing compliance.

5.10 Liability Insurance. Provider shall provide comprehensive liability insurance with a minimum combined single limit coverage of $2,000,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property, including the loss of use thereof: arising from each occurrence. Deductible shall be subject to approval by Episcopal Community Services.

Provider shall name Episcopal Community Services and its officers and employees as additional insureds on an endorsement as to all service performed by Provider under this agreement. Said policies shall constitute primary insurance as to Episcopal Community Services, the State and Federal Governments, and their officers, agents, and employees, so that other insurance policies held by them or their self-insurance program(s) shall not be required to contribute to any loss covered under the Provider's insurance policy or policies. Provider will furnish Episcopal Community Services with a Certificate of Insurance evidencing compliance.

5.11 Certificate of Insurance. Provider shall provide ECS with (a) certificate(s) of insurance and endorsement(s) evidencing liability, worker's compensation, and student accident insurances as a pre-requisite to signing this Agreement. If the Provider should renew the insurance policy (ies) or acquire either a new insurance policy (ies) or amend the coverage afforded through an endorsement to the policy at any time during the term of this Agreement, then the Provider shall provide (a) current certificate(s) of insurance. The insurance policies provided by the Provider shall include a provision for thirty (30) days written notice to ECS before cancellation or material changes of the above specific coverage. The Provider shall notify ECS of any changes that occur during the life of this agreement.

5.12 Employee Dishonesty Bond. Provider shall provide an Employee Dishonesty Bond with a minimum limit of $50,000.

5.13 Student Accident Insurance. Provider shall maintain for the term of this Agreement, student accident insurance in the amount of not less than: Accidental Dismemberment - $10,000.00.

5.14 Indemnity. To the extent permitted by law, Provider shall indemnify, hold harmless and defend ECS and its officers, directors, agents and employees from and against any and all liabilities, obligations, damages, costs, losses, and expenses (including reasonable attorneys' fees), in litigation commenced by or against Provider and all claims, demands, actions or judgments or damages to or loss of property or profits resulting in whole or in part from any act, omission, negligence, fault or violation of

law or ordinance, associated with Provider's operation of the Sites and any transactions arising out of or related to this Agreement, including Provider's hiring, employment and/or management practices. Such indemnification by Provider shall apply unless such damage or injury results from the sole negligence or willful misconduct of ECS its officers, directors, agents or employees. The obligations under this section shall survive the termination of this Agreement.

5.15 Assignment. Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Provider without the prior written consent of ECS.

6. WARRANTIES AND REPRESENTATIONS OF PROVIDER

6.1 License. Provider warrants and represents that it is currently licensed by the State of California as a child care facility. A copy of the current license must be provided to ECS. Provider will inform ECS Head Start of all Community Care Licensing (CCL) incidents reports and CCL site visits within 24 hours. ECS Head Start administration will inform NHA.

6.2 Background Checks. State of California licensing requirements include background checks of Provider's Director, all staff and employees before the initial start date of the contract and/ or assignment to any ECS Head Start classroom. Provider warrants and represents that exemptions have not been granted by the State of California for its Director, staff or employees. If Provider wishes to us exempt employees under this Agreement, it shall first obtain written permission from ECS in writing.

6.3 Absence of Lawsuits. Provider warrants and represents that there are no lawsuits, judgments, levies, actions or proceedings (legal or administrative) pending or threatened against it or affecting its facilities, of any type whatsoever.

6.4 Qualification and Skills. Provider warrants and represents that it has fully reviewed the Head Start Program Performance Standards contained in 45 CFR 1304, and has the qualifications and skills necessary to perform the applicable services specified therein, including, but not limited to 1302.90, 1302.91, 1302.92, 1302.93, under this Agreement. Failure to perform all the services required under this Agreement constitutes a material breach of the agreement. Provider has complete and sole discretion for the manner

in which the work under this Agreement will be performed. (See Operational Guidelines under Provider Professional Development).

Performance of Obligations and Duties. Provider warrants and represents that it will not take any action that would result in or cause ECS to breach its obligations pursuant to the MEMORANDUM.

6.5 Debarment, Suspension, Termination and/or Revocation.

A. Provider hereby certifies to the best of its knowledge that neither it, any of its principals, nor any subcontractor to be used in the performance of this Agreement:

(1) Is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;

(2) Has within a three (3) year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, California or local) transaction or contract under a public transaction; violation of federal or California antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

(3) Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, California or local) with commission of any of the offenses enumerated in subsection 2 of this Section 6.0; and,

(4) Has within a three (3) year period preceding this Agreement had one or more public (federal, California or local) transactions terminated for cause or default.

B. If unable to certify to the best of its knowledge the statements set forth above, Provider and/or any of its principals shall attach to this Agreement an account of the circumstances and any explanations therefore.

C. Provider further agrees to request this certification from any subcontractors that perform services under this Agreement.

7. OBLIGATIONS OF EPISCOPAL COMMUNITY SERVICES (ECS)

7.1 Cooperation of ECS. ECS agrees to comply with all reasonable requests of Provider and provide access to all documents reasonably necessary to the performance of Provider's duties under the Agreement.

7.2 Assignment. Neither this Agreement nor any duties or obligations under this Agreement may be assigned by ECS without the prior written consent of Provider.

8. TERMINATION OF AGREEMENT

8.1 Expiration of Agreement. Unless otherwise terminated or extended as provided in this Agreement, this Agreement will continue in effect until the end of the term as specified in Section 2: Term of Agreement.

8.2 Extension of Agreement. ECS may extend the term of this Agreement for a period not to exceed one (1) year from the expiration of the original term by giving Provider written notice no later than 60 days prior to the termination date, setting forth the new term.

8.3 Termination.

8.3.1 Upon reduction or elimination of funding under the Memorandum, ECS may terminate this Agreement upon issuance of written notice.

8.3.2 ECS may terminate this Agreement prior to the end of the term as specified in Section 2: Term of Agreement, by giving Provider thirty days (30) prior written notice of its intention to terminate this Agreement.

8.4 Termination on Occurrence of Stated Events. This Agreement will terminate automatically on the occurrence of any of the following events:

8.4.1 Bankruptcy or insolvency of either party.

8.4.2 Revocation or loss of Provider's California Community Care (CCL) license as a preschool program. A letter is to be submitted to ECS from the Provider if license is lost.

8.4.3 Any act, or failure to act, or alleged act or alleged failure to act, by Provider that may result in the loss of Provider's license as a California Community Care Licensed Preschool program.

8.4.4 The termination or material modification of the MEMORANDUM between ECS and NHA, such that ECS can no longer comply with its terms and conditions, or those contained in this Agreement.

8.4.5 A finding by ECS in its sole and absolute discretion that the health, safety or welfare of one or more of the Head Start eligible children is or may be threatened, jeopardized, or in any way compromised by the continuation of the services provided herein.

8.4.6 Cessation of funding for this Agreement by any source, including Federal or NHA monies.

8.4.7 On the occurrence of any of these state events, ECS shall notify Provider in writing at which time this Agreement will automatically terminate. In its sole discretion, ECS may provide District with additional notice prior to the effective date of termination.

8.5 Termination for Default. If either party defaults in the performance of this Agreement or materially breaches any of its provisions, the non-breaching party may terminate this Agreement by giving written notification to the breaching party. Termination will take effect immediately on receipt of notice by the breaching party or five days after mailing of notice, whichever occurs first. For the purposes of this paragraph, material breach of this Agreement includes, but is not limited to, the following:

The failure of ECS to pay Provider any compensation due within 30 days after written demand for payment, unless such failure results from Provider's failure to perform the services hereunder.

8.5.1 Provider's failure to complete the services specified in Description of Services (Exhibit A-G) and Schedule of Payments (Exhibit B).

8.5.2 Provider's breach of any warranty, representation or agreement contained in this Agreement.

8.5.3 ECS' breach of any warranty, representation or agreement contained in this Agreement.

8.5.4 Upon Termination. In the event of Termination, Provider shall return and provide to ECS all loaned equipment, children/family files, financial records, unused materials, final reports, furnished curriculum materials and any other such items as made available to the Provider by ECS or required by this Agreement to be maintained by the Provider. If this Agreement is terminated because Provider failed to perform properly any of its obligations, the cost to ECS of completing Provider's performance shall be deducted from any sum due Provider under this Agreement, without prejudice to ECS's rights otherwise to recover its damages. Further, in the event of termination, all children participating in this Agreement shall remain with ECS under the Head Start/Early Head Start program and shall no longer participate in said program with the Provider.

9. REPORTING REQUIREMENTS

9.1 Reports and Assessments. Provider will maintain and retain detailed reports and assessments on all children participating in the Head Start Program. Provider will submit to ECS such reports set forth in Exhibit A which includes: Monthly In-Kind, list of loaned equipment or materials, and children files. Provider's failure to submit the required reports and assessments to ECS may result in withholding of payment to Provider.

9.2 Retention of Records. At the completion of the term as specified in Section 9.2: Term of Agreement. Provider shall return and provide to ECS all loaned equipment, children/family files, financial records, unused materials, final reports, furnished curriculum materials and any other such items as made available to the Provider by ECS or required by this Agreement to be maintained by the Provider. Additionally, Provider shall retain all records and reports relating to the performance of its duties and obligations hereunder for a period of five (5) years following the expiration or termination of this Agreement.

9.3 Copies of Records. Provider and ECS shall have joint access to records or reports upon request. ECS shall have the right to copy such reports or records at its expense.

9.4 Right of Inspection and Audit. Provider shall maintain and/or make available within San Diego County accurate books and accounting records (at a minimum, a basic listing of income/receipts and expenses) relative to all its activities. Provider will permit ECS to audit, examine and make excerpts or transcripts from all data and records, and to make audits of all invoices, materials, payrolls, records and personnel and other data relating to all matter covered by this Agreement. Provider shall maintain such data and records for a period not less than five (5) years. Any Federal agency or ECS funding source having an interest in the subject of the Agreement and must make repayment to ECS shall have the same rights conferred upon ECS. Provider is liable for any disallowances resulting from such inspections or audits.

10. DISCRIMINATION

10.1 Discrimination. Provider has been retained to assist ECS to administer the Head Start program. The Head Start program has, as its very basis, a goal of providing economically disadvantaged children and their families an opportunity to get a head start in the educational processes of children. In this regard, the Provider will not discriminate against any employee or applicant for employment in its Head Start program because of race, creed, color, national origin, sex, age, physical handicap, religion, sexual orientation or economic background. Provider will comply

with the requirements concerning discrimination and compliance information set forth in regulations promulgated by the Administration for Children, Youth and Families Department of Health and Human Resources pursuant to the Civil Rights Act of 1964. Provider agrees to execute all available governmental prepared forms to confirm this non-discrimination provision.

11. GENERAL PROVISIONS

11.1 Notices. Any notices required to be given under this Agreement by either party to the other may be affected by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices must be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement, but each party may change the address by giving written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of the day of receipt or the fifth day after mailing, whichever occurs first.

11.2 Entire Agreement of the Parties. This Agreement supersedes any and all agreements, either oral or written, between the parties with respect to the rendering of services by Provider for ECS and contains all of the representations, covenants, and agreements between the parties with respect to the rendering of those services. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not contained in this Agreement, and that no other agreement, statement, or promise not contained in this Agreement will be valid or binding. Any modification of this Agreement will be effective only if it is in writing signed by the party to be charged.

11.3 Partial Invalidity. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

11.4 Arbitration. Any controversy between the parties to this Agreement involving the construction or

application of any of the terms, covenants, or conditions of this Agreement will, on the written request of one party served on the other, be submitted to arbitration. The arbitration will comply with and be governed by the provisions of the California Arbitration Act, Sections 1280 through 1294.2 of the California Code of Civil Procedure. The parties will each appoint one person to hear and determine the dispute. If those two persons are unable to agree, then they will select a third impartial arbitrator whose decision will be final and conclusive on both parties. The cost of arbitration will be borne in a proportion the arbitrators determine.

11.5 Attorneys' Fees. If any legal action, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

11.6 Time of the Essence. Time is of the essence in respect to all provisions of this Agreement that specify a time for performance.

11.7 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the undersigned represent and warrant that they have the right, power, legal capacity, and authority to enter into and execute this document on behalf of ECS and Provider, and do hereby agree to the full performance of the conditions and covenants herein contained, and have caused this document to be executed by setting hereto their names, titles, signatures and date:

Episcopal Community Services "ECS"

By: _____ Dated: _____
Signature

Stacie Perez
Print

V.P. of Programs
Title

PROVIDER – San Ysidro School District

By: _____ Dated: _____
Signature

Print Marilyn Adrianzen Board approval: _____

Chief Business Official
Title

EXHIBIT A
DESCRIPTION OF SERVICES

SERVICES CONDUCTED BY PROVIDER:

1. Provide a Healthy and Safe Environment in accordance with the Head Start Performance Standard, ECS Head Start Standard Health and Safety Checklist and Community Care Licensing Regulations.

2. Provide educational services for Head Start eligible children. Services to families shall be for no less the 145 days during contracted period, Monday through Thursday. Provider shall ensure that One Hundred Percent (100%) enrollment is achieved on, the first-class day of Head Start, as established by and reported to the Office of Head Start, and maintained for the duration of the Agreement by providing Head Start services to 60 children and their families.

3. Provide Daily Child Development Services as follows:

San Ysidro Child Development Center:

a) Provider will operate two (2) part day classes of 20 children each.
-Monday through Thursday – At least (3.5) hours, not to exceed (4) hours per service day per child as stated 1302.21 Head Start Performance Standards.

-Hours of service (operation) at SYCDC Head Start part day will be 8:30 am to 12:00 pm and 8:45AM to 12:15PM.

-The SYCDC State preschool program will be 12:00PM to 3:00PM. The SYCDC Preschool Teachers will be preapproved to sign-out the children from the Head Start program and sign in to the SYCDC State program after the ECS Head Start program has ended.

Sunset Preschool:

a) Provider will operate two (1) part day class of 20 children.
-Monday through Thursday - At least (3.5) hours, not to exceed (4) hours per service day per child as stated in

1302.21 Head Start Performance Standards.
-Hours of service (operation) at Sunset will be 8:00 AM to 11:30 AM

4. Include Head Start eligibility requirements and pertinent information on the District recruitment materials such as flyers (signs must include the statement "Head Start classroom is funded by the Neighborhood House Association"), website etc., for distribution to the community to ensure Head Start is part of the Preschool and Child Development Programs San Ysidro School District information.

5. Provide recruitment information to individuals interested in the Head Start program, including information about Head Start permitting children who are not potty trained to participate.

6. Ensure Head Start application are properly routed to ECS Head Start Eligibility office for eligibility determination and to go through the ECS Head Start prioritization and selection process. All applicants to the Head Start program will be eligible to request all Head Start program options (including center-base, home base and family child care options) if not selected for Provider's location.

7. Provide a daily non-shared work space, including a desk, phone and file cabinet with a lock and key, for the Head Start Family Support Technician near the Head Start classrooms.

8. Allow compliance assurance (planned and unplanned) visits by grantee NHA and ECS Head Start staff during ECS Head Start hours of service, including site and document/record review.

9. Maintain confidentiality of Head Start children, and family information and their records. These records are to be kept in a cabinet with a lock and key and secure location. Follow all FERPA, ECS Privacy Policy and HIPPA regulations.

10. Provide Daily Attendance Sign-In Sheet forms for children participating in the program. The Attendance Sign-In Sheet copies are given to the ECS Head Start Family Support Technician daily.

11. Prohibits expulsion and suspension of Head Start children.

12. The Teachers will provide child development services as specified in the Head Start Performance Standards to include the following Services:

    a) Developmental assessments, the Desired Results Developmental Profile 2015 for Head Start children 3 times per year, ensuring the DRDP scores are entered into DRDP-on line, according to the ECS Head Start Education timeline.

    b) Developmental screening tools, the ASQ-3 and ASQ-SE as approved by ECS, including the scoring of both screening tools and teachers sharing the results with parents using the ASQ's Notification form within the 45-day timeline.

    c) Maintain an individualized portfolio as specified by ECS on all Head Start Children.

    d) Implementing daily tooth brushing in the classroom schedule, which includes providing the cups for tooth brushing. ECS will provide the toothbrushes, toothpaste and sanitizing system.

    e) Implement Kinder Transition activities throughout the year with the children and parents.

13. The Teachers will provide for individualized education for each Head Start child using the ECS Weekly lesson plan or equivalent, ensuring documentation of individualization on the weekly lesson plan section.

    a) Individualization will focus on developmentally appropriate learning experience in language. For Dual Learners, teaching practices will focus both English language acquisition and the continued development of home language.

14. Implement a scientifically research-based early childhood education curriculum as defined by the Head Start Act and the Head Start Performance Standards and approved by ECS.

    a) Curricula will be aligned to the Head Start Early Learning Outcomes Framework: Ages Birth to Five.

b) Staff will effectively implement curricula and monitor and report twice a year per class the curriculum implantation and fidelity for continuous improvement of its implementation through the system of training and professional development.

15. The Teachers will conduct no less than two (2) Parent/Teacher conferences and two (2) Home Visits with the parents of Head Start children for discussing the development and/or transition of the child within the ECS Head Start timeline.

16. The Teachers will provide, document and submit Home Center Activities for each Head Start child using the ECS Home Center Activity form or equivalent.

17. Document all parent participation or volunteer efforts on ECS Head Start in-kind forms. Must meet the required amount of in-kind i.e. "in-kind parental volunteer time" during the program year.

18. Establish a parent information board in an approved area in/or near classroom. The information board must include the statement "This Head Start classroom is funded by Neighborhood House Association".

19. Participate in monthly Head Start shared governance center committee meetings on-site with parents of enrolled children.

20. Offer family-style meals and snacks that conform to Community Care Licensing and CACFP/School Lunch nutrition standards; provide 1/3 of the daily nutritional requirements for part day children.

21. Abide by the ECS Head Start Discipline policy and Head Start Code of Conduct.

22. Maintain copies of all records and documents on site. Copies of required documents to be maintained include but are not limited to Teacher's: CPR/First Aid certification, Physical and TB documentation, immunizations required by Community Care Licensing and evidence of educational units earned in support of provision of services.

23. In collaboration with ECS's Health and Safety Protocols provided by ECS, which may be modified from time to time.

- Correcting in a timely manner any findings reported after the monthly Health and Safety monitoring conducted by ECS Head Start staff.
- Submitting all Corrective Action Taken/Plans in writing, if there were any Health and Safety findings.
- Completing and maintaining the Daily indoor/outdoor Inspections form
- Completing and maintaining the ECS Head Start "Classroom Summary"
- Maintaining the First Aid Kits (indoor and outdoor) to ensure it has ample supplies
- Ensuring the ECS compliance notices are posted in all Head Start classrooms (i.e First Aid chart, Fire/Earthquake drills, etc.)
- Ensuring Rescue Medication (i.e. Epi-Pen and inhalers) are accessible to Teachers including outdoor playtime.
- Use outdoor and classroom transition safety per the Head Start protocols.
- Use of door dingers on all exit doors.
- Raising of gates and latches to appropriate heights as required by grantee (NHA)
- Use of Safety Ropes during outdoor transition activities (when applicable)
- Implement the Exit Pass protocol process daily.
- Implement the "Active Supervision Protocol" which includes the Six Strategies to keep children safe: Set up the Environment, Position Staff (i.e. zoning) Scan and Count, Listen, Anticipate Children's Behavior, Engage and Redirect. (Exhibit G).
- Annual Fire inspections by certified Inspectors will be conducted and a copy given to ECS Manager at the beginning of each school year and ongoing throughout the year as required to be in a current status.

24. In the time period established by ECS, Provider agrees to the following:

A. Utilize an approach to Child Development and Early Childhood Education that is developmentally and linguistically appropriate and recognizes the individual development rates among children. This approach should also be inclusive of children with disabilities.

B. Keep the necessary records to maintain compliance with the Head Start Performance Standards, e.g., enrollment, attendance, educational screenings, etc.

C. Children's attendance shall be highly promoted, children cannot be dropped for excessive absences or tardiness unless all efforts are looked into by the designated Family Support Technician.

D. Support each parent's participation in the Agreement process for the purpose of establishing family goals, responsibilities, timetables and strategies for achieving these goals as well as progress in achieving them.

E. Use its best efforts to promote participation in the Head Start governance process to parents with pre-school age children between the ages of three and five years old, e.g., notification of center committee meetings.

F. The Teachers will conduct and document regular monthly emergency/evacuation drills. Documentation shall be made available to ECS staff.

G. By January 15, 2025 ensure at least ten percent (10%) of the children enrolled at the Sites have an active IEP as defined in 45 CFR Part 1305. Provider shall adhere to all Head Start Program Performance Standards on Services for Children with Disabilities 1302.61).

H. Work collaboratively with the ECS Head Start staff, when it is determined that an enrollment vacancy exists, to fill this vacancy immediately with the next eligible child on the ECS Wait List, throughout the program year, which includes the last 30 days of the school year.

I. Use ECS's ERSEA eligibility criteria data to determine which families will be enrolled; recruit and enroll Federal Head Start income-eligible children; design services for children and families.

J. Provide quarterly documentation of non-Federal share (volunteer/in-kind/etc.) to ECS, with the fourth quarter due by June 30, 2025.

K. Establish Collaboration meetings with the ECS staff for open communication.

L. Allow outside agencies to conduct CLASS observation two times per year and permit Pre-and Post- assessments on all Head Start children.

M. Ensure Bus Evacuation Drills are conducted by the District Transportation Department two times per program year.

Facilities Services

25. Notify ECS in writing of any changes in license status of any facility used for Program Services in the performance of this Agreement within 24 hours of such occurrence.

26. Notify ECS of any reportable license incidents/accidents that occur at the Sites' within 24 hours and provide ECS a copy of the incident report that is filed with CDSS/CCL.

27. Services from Provider shall be completed at the Sites below. Any changes in Sites shall require prior written authorization from ECS.

Exhibit A
SYCDC HEAD START SITES

Preschool and Child Development Programs San Ysidro School District

CDC
1880 Smythe Ave.
San Ysidro CA. 92173.
Phone: (619) 428-4476
Fax: (619) 428-1393

Sunset Preschool
3825 Sunset Ln.
San Ysidro CA. 92173
Phone: (619) 428-1148
Fax:(619) 428-7604

EXHIBIT B
SCHEDULE OF PAYMENTS

COMPENSATION:

1. ECS will reimburse for full contract amount in monthly installments, on a 11 month payment schedule, beginning August 2024 to June 2025. August Payment will be made in September and monthly thereafter. Provider must sign and submit the ECS Head Start Provider Invoice including the monthly attendance reports from GoEngage for these months.

2. Total compensation from ECS to Provider shall not exceed **Three Hundred Thirty-Two Thousand Three Hundred Twenty-Six Dollars and Ninety-Seven Cents ($332,326.97).**

3. Funds provided by ECS to Provider shall not be used for any purposes impermissible under the Head Start program. Permissible costs include personnel, fringe, supplies and materials, equipment, training and staff development, field trips, printing and publications, meals for parent meetings and such other allowable costs associated with Provider's performance of services.

CLAIMS:

1. Claims are due by the first day of the month following the month indicated in the payment schedule.
2. Provider must sign and submit the ECS Head Start Provider Invoice including monthly attendance reports from GoEngage for these months.

PAYMENTS:

1. ECS will deliver Provider payment via U.S. Mail.
2. ECS may withhold payment until the reports, data, audits or other information required by ECS for contract administration or to meet reporting or auditing requirements are received and approved.

3. ECS may also withhold payment if Provider is in non-compliance with the terms of this Agreement.
4. ECS will withhold payment in the event of official notice of legal garnishment. ECS will comply with the terms of such notice of garnishment.
5. ECS shall distribute to Provider no later than the end of February an applicable tax year Form 1099-MISC for the purpose of Provider tax filing requirements.
6. ECS has the right to withhold payment to Provider when, in the sole opinion of ECS expressed in writing to Provider, (a) Provider's performance, in whole or in part, either has not been carried out or is insufficiently documented, and/or (b) Provider has failed to sufficiently document its request(s) for payment as outlined herein

OTHER:

1. Approved claims shall be paid only from funds granted to ECS through its agreement with Neighborhood House Association (NHA) by ACF, pursuant to the Head Start program, and Provider hereby waives any claim it may have against any other funds of ECS. This Agreement is valid and enforceable only if sufficient funds are made available to ECS by NHA and ACF for the purpose of conducting the program identified in this Agreement. Any expenditures or obligations by Provider made prior to the commencement date of the term of ECS's agreement with NHA will not be accepted by ECS for reimbursement unless approved in writing by ECS.

2. Payments to Provider for all services provided by provided under this Agreement shall only be for costs associated with allowable ~~costs~~ services that are actually provided in the performance of Provider's obligations under this Agreement.

3. Provider's allowable costs are only those which are determined in accordance with:

   A. Department of Health and Human Services Administration of Grants Federal Regulations 45 CFR Part 92 including any amendments thereto and the applicable Subpart listed hereunder; and other documents

regarding principles for determining and allocating the allowable costs of providing the services; and any standards set forth for determining the allow ability of selected items of costs of providing the services. Equipment costs over $5,000 must have prior approval from ECS.

B. Federal Management Title 2, Subtitle A, Chapter II, Part 225, including any amendments to the circular published in the Federal Register by OMB is to be used for determining allowable costs of activities conducted by state and local governmental agencies.

C. An approved budget by ECS.

D. Section 653 of the Head Start Act. Provider shall, within ten (10) days prior to the effective date of this Agreement, execute the Employee Compensation Cap Certification, attached hereto as EXHIBIT "F", with respect to Head Start personnel allocated to this Agreement.

4. For the purposes of payment, one unit of service is defined as one month of full-day/part day/home base Federal Head Start/Early Head Start services for one child slot, not to exceed twelve (12) months during the term of this Agreement. The dollar amount specified as a unit of service shall be determined from reasonable and allowable costs.

5. Provider shall keep a separate accounting for the funds provided under this Agreement, and no part of any funds advanced shall be inappropriately commingled with other funds of Provider. All Head Start funds must be deposited in a FDIC bank account. ECS shall have a lien upon all funds in said account which shall be paramount to all other liens, including, but not limited to, liens of other governmental agencies or by the direction of a trustee in bankruptcy.

ECS HEAD START
PAYMENT SCHEDULE

SAN YSIDRO SCHOOL DISTRICT			
TOTAL COMPENSATION:	$332,326.97		

PROGRAM YEAR 2024-2025			
August 2024		**February 2025**	
MONTHLY INVOICE AMOUNT:	$30,211.54	MONTHLY INVOICE AMOUNT:	$30,211.54
September 2024		**March 2025**	
MONTHLY INVOICE AMOUNT:	$30,211.54	MONTHLY INVOICE AMOUNT:	$30,211.54
October 2024		**April 2025**	
MONTHLY INVOICE AMOUNT:	$30,211.54	MONTHLY INVOICE AMOUNT:	$30,211.54
November 2024		**May 2025**	
MONTHLY INVOICE AMOUNT:	$30,211.54	MONTHLY INVOICE AMOUNT:	$30,211.54
December 2024		**June 2025**	
MONTHLY INVOICE AMOUNT:	$30,211.54	MONTHLY INVOICE AMOUNT:	$30,211.54
January 2025			
MONTHLY INVOICE AMOUNT:	$30,211.57		

TOTAL COMPENSATION	
TOTAL CLAIMS:	11
TOTAL AMOUNT:	$332,326.97

HEAD START

Episcopal Community Services
401 Mile of Cars Way #350
National City, CA 91950

INVOICE

Date:

Provider Name
San Ysidro School District

Period of Service:	
Description:	Monthly Invoice for Head Start Services
HS Services for SYSD	
Monthly Invoice Amount:	
$30,211.54	

Name of Children

See attached enrollment reports

		=	$ 30,211.54
	Total	=	**$ 30,211.54**

Submitted By:
Site Director

Julie Pretzer
Print

Signature

Date

ECS STAFF ONLY

Reviewed By:
HS Associate Director

Morgan Schultz
Print

Signature

Date

Approved By:
HS Director

Rosa Cabrera-Jaime
Print

Signature

Date

EXHIBIT C

ECS HEAD START & EARLY HEAD START

STATEMENT OF COMMITMENT

HEAD START CODE OF CONDUCT (PERFORMANCE STANDARD 1302.90)

A program must ensure all staff, consultants, contractors and volunteers abide by the program's standards of conduct that:

1. Ensure staff, consultants, contractors, and volunteers implement positive strategies to support children's well-being and prevent and address challenging behavior;

2. Ensure staff, consultants, contractors, and volunteers do not maltreat or endanger the health or safety of children, including, at a minimum, that staff must not:

    A. Use corporal punishment;
    B. Use isolation to discipline a child;
    C. Bind or tie a child to restrict movement or tape a child's mouth;
    D. Use or withhold food as a punishment or reward;
    E. Use toilet learning/ training methods that punish, demean, or humiliate a child;
    F. Use any form of emotional abuse, including public or private humiliation, rejecting, terrorizing, extended ignoring, or corrupting a child;
    G. Physically abuse a child;
    H. Use any form of verbal abuse, including profane, sarcastic language, threats, or derogatory remarks about the child or child's family; or
    I. Use physical activity or outdoor time as a punishment or reward;

3. Ensure staff, consultants, contractors, and volunteers respect and promote the unique identity of each child and family and do not stereotype on any basis, including gender, race, ethnicity, culture, religion, disability, sexual orientation, or family composition;

4. Require staff, consultants, contractors, and volunteers to comply with program confidentiality policies concerning personally identifiable information about children, families and other staff members in accordance with subpart C of part 1303 of this chapter and applicable federal, state, local and tribal laws; and, Ensure no child is left alone or unsupervised by staff consultants, contractors, or volunteers while under their care.

EXHIBIT D
DESCRIPTION OF SERVICES

SERVICES BY EPISCOPAL COMMUNITY SERVICES:

1. Provide programmatic support as defined in the ECS Standard Operating Procedures and Service Plans.

2. Include Head Start eligibility requirements and pertinent information on the District recruitment materials such as flyers, website etc., for distribution to the community to ensure Head Start is part of the Preschool and Child Development Programs San Ysidro School District information.

3. Provide family, health, social and supportive services to Head Start eligible children and families enrolled at the facilities operated by Provider.

4. Conduct fiscal and programmatic reviews during its on-going monitoring process as needed or as required by the Administration for Children and Families.

5. Any services not specified in this Agreement, which ECS shall not be obligated to do, an additional fee payable to ECS shall be negotiated in good faith between the Parties. Any additional services and/or fees to be added to this Agreement shall be set forth in a written amendment and executed by the Parties. The fees payable to obtain any Additional Services, shall be based on ECS's then current rates, to be negotiated.

EXHIBIT E

Provider agrees to adhere to the following contractual provisions.

1. **Equal Employment Opportunity** - All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E. O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, and Department of Labor."

2. **Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276(c)** - All contracts and sub grants in excess of $2,000 for construction or repair awarded by recipients and Contractors shall include a provision for compliance with the Copeland "Anti - Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Contractor shall be prohibited from inducing, by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

3. **Davis - Bacon Act, as amended (40 U.S.C. 276a to a-7)** - When required by Federal program legislation, all construction contracts awarded by the recipients and Contractors of more than $2000 shall include a provision for compliance with the Davis - Bacon Act (40 U.S.C.276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed And Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.

4. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327 - 333)** - Where applicable, all contracts awarded by recipients in excess of $2000 for construction contracts and in excess of $2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for the transportation or transmission of intelligence.

5. **Rights to Inventions Made Under a Contract or Agreement** - Contracts or agreements or the performance of experimental, developmental, or research work shall provide for the rights of the Federal Governments and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements, "and any implementing regulations issued by the awarding agency.

6. **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et sq.), as amended** - Contracts and sub grants of amounts in excess of $100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

7. **Byrd Anti-Lobbying Amendment (31 U.S.C. 152)** - Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

8. **Debarment and Suspension (E.O. s 12549 and 12689)** - No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

9. **Facilities** - The facility which will be purchased, constructed, or renovated will comply with local licensing and code requirements, ADA, Section 504, and Flood Disaster Protection Act. [45 CFR §1309.10(f)] As evidence of Provider's compliance with the local licensing and code requirements, Provider will submit a copy of the Certificate of Occupancy and a Daycare License for the facility.

10. **Subordination -** If the lender requires a Subordination Agreement, then Provider assures that the Subordination Agreement with the lender or the landlord,' in the case of leased property, must be evidenced by a written agreement with the responsible HHS official and not waive the application of 45 CFR §§1309.21(d) and 1309.22. Provider will submit a draft of the Subordination Agreement to the Regional Office for OGC clearance. [45 CFR §1309.21(f)].

11. **Draft Mortgage –** Provider assures that it will submit a copy of a draft mortgage agreement that contains the requirements of 45 CFR §§1309.22(a), (b), (c), if Provider expect to take loan on the proposed facility. [45 CFR §§1309.22(a), (b), (c)]

12. **Uniform Relocation -** Provider assures that it will comply with requirements of Uniform Relocation Assistance and Real Property Acquisition Policies Act. [45 CFR §1309.10(o)]

13. **Operation Costs -** Provider assures that it will have the ability to meet all the operational costs for the facility within our existing funding level. [45 CFR §1309.11(d)(2)]

14. **Modifications –** Provider assures that it will get a prior written approval from an HHS official for unsolicited modifications of the contracts or when materially altering the costs of the project. [45 CFR §74.44(e)(5)]

15. **Insurance -** Provider assures that it will obtain insurance coverage for the facility which includes student liability insurance, title insurance, physical destruction insurance, etc. Provider will submit copies of such insurance policies to NHA'S Project Manager within five days of acquiring the facility. [45 CFR §1309.23]

16. **Facilities** - Provider assures that it shall maintain the facility acquired, renovated, or constructed with grant funds in a manner consistent with the purposes for which funds were provided and in compliance with State and local government property standards and building codes. [45 CFR §1309.23(c)]

17. **Grant Limitations -** Provider assures that it will comply with all the terms and conditions placed on the grant award regarding the project (that includes but is not limited to the inspection reports, use of the facility, default on mortgage, insurance, maintenance of facilities, copies of official documents, retention of records, audits, prior approval for use of grant funds, program income, procurement procedures, Federal Interest, etc.).

18. **Construction or Renovation -** Provider assures that it will record the Notice of Federal Interest in the appropriate office of land records for the county where the facility is located at the time of commencement of construction or renovation or immediately after the purchase of the facility in accordance with 45 CFR §1303, Subpart E, Provider will submit a copy of the Notice of Federal Interest that includes all the requirements contained in 45 CFR §1303 Subpart E to the Regional Office within 10 business days after the Notice has been recorded and stamped by the land records office. [45 CFR §1309.21]

19. **Facilities Lease –** Provider assures that, in the case of a leased facility where Federal funds will be expended to complete a major renovation of that facility, provider will execute a lease amendment, and will attempt to file it with the lease for the facility in the appropriate local land records.

20. **Notice of Federal Interest and Certification Assurances –** In the event Provider uses Head Start grant funds to lease property or to complete a major renovation of the leased premises, Provider agrees not to sublease, assign, or otherwise transfer the leased property, or use the property for any non-grant purpose, without the express written approval of the responsible HHS official. Provider further agrees to:

    (a) Provide ECS's Project Manager with notice of any default by Provider under the Lease, on the date of the discovery of such default;
    (b) Provide ECS's Project Manager with notice of that the Lessor has notified Provider of its intent to exercise the remedy of cancellation, termination, and/or other remedies, on the day that Provider receives such notice from the Lessor;
    (c) Notify all potential sellers, purchasers, transferors, transferees, mortgagees, creditors, and any other persons or entities who have or may seek to obtain an interest of any kind in the real property for which the Federal government has a beneficial ownership interest and other interests ("Federal Interest") in said property, as defined in and/or regulated by the Head Start Act, 42 U.S.C. §9831 et seq., 45 CFR Parts 74, 92, and 1303 and relevant decisions of the United States courts. The Head Start grant incorporated conditions that include restrictions on the use of the property and provide for a Federal Interest in the property.

    In accordance with the terms of the Federal grant, the Head Start Act, 42 U.S.C. §9831 et seq., 45 CFR Parts 74, 92, and 1303 and relevant decisions of the United States courts, the restrictions on the property include, among others, the following:

    The property may not be used for any purpose inconsistent with that authorized by the Head Start Act and applicable regulations. The property may not be encumbered, used as collateral, sold or otherwise transferred to another party without the written permission of the responsible HHS official.

    The grant conditions and requirements cannot be altered or nullified through a transfer of ownership. Further information regarding the Federal

Interest in the property described in this Notice can be obtained from the **Administration for Children and Families., Office of Grants Management., 90 Seventh Street., 9th Floor., San Francisco., California 94103.**

21. Provider further hereby assures and certifies to ECS that it will comply with the regulations, policies, guidelines and requirements, including OMB Circulars No. A-87, A-I02, and E.O. 12372 as they relate to the application, acceptance and use of federal funds for federally assisted project(s). To the extent applicable, Provider assures and certifies to ECS that:

A. It possesses legal authority to enter into this Agreement; that a resolution, motion, or similar action has been duly adopted or passes as an official act of the applicant's governing body, authorizing the execution of this Agreement, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the Provider to act in connection with the Agreement and to provide such additional information as may be required.

B. It, and · any subcontractor hired by Provider to perform on its behalf hereunder, will comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O.11375, "Amending Executive Order 11246, relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

C. It, and any subcontractor hired by Provider to perform on its behalf hereunder, will comply with the provisions of the Hatch Act (5 U.S.C. §§ 1501 - 1508; and 7324 7328), which limits the political activity of the employee.

D. It, and any subcontractor hired by Provider to perform on its behalf hereunder, will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

F. It, and any subcontractor hired by Provider to perform on its behalf hereunder, will comply with the Copeland "Anti-Kickback" Act (18 U.S.C. § 874), as supplemented by the Department of Labor Regulations (29 C.F.R. Part 3, "Contractors and subcontractors on public building or public work financed in whole or in part by loans or grants from the United States").

G. It, and any subcontractor hired by Provider to perform on its behalf hereunder, will fully comply with all Federal statutes relating to the prohibition against forced child labor and severe forms of trafficking in persons. These include but are not limited to the Trafficking Victims Protection Act of2000 (22 U.S.C. §§ 7104, et seq.) which authorize the termination of grants, contracts and/or cooperative agreements, without penalty to the Federal awarding agency/department, if Provider or any of its subcontractors (i) engages in severe forms of trafficking in persons; (ii) has procured a commercial sex act during the effective period of the contract; and/or (iii) uses forced labor in its performance of this Agreement.

H. It, and any subcontractor hired by Provider to perform on its behalf hereunder, will fully comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) which prohibits discrimination on the bases of race, color or national origin; Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment Practices Act; and any other Federal and State law and regulations hereinafter enacted which may apply to the application.

I. To the extent applicable, if Provider, including any subcontractor it hires to perform on its behalf hereunder, is awarded construction contracts of more than $2,000, Provider agrees to comply with the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7) as supplemented by Department of Labor Regulations (29 CFR Part 5, "Labor standards provisions applicable to contracts governing federally financed and assisted construction"), including the requirement that the correct scale of wages to be paid be posted by the Contractor in a prominent and easily accessible location at the HHS funded worksite.

J. Regarding all negotiated contracts, excluding those for less than $2,500, ECS, NHA, the Federal Awarding Agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts and transcriptions.

K. It, and any subcontractor hired to perform on its behalf hereunder, will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

I HAVE READ AND UNDERSTOOD THAT THE ABOVE INDICATED ASSURANCES ARE REQUIRED TO BE COMPLIED WITH BY THE PRESCHOOL AND CHILD DEVELOPMENT PROGRAMS SAN YSIDRO SCHOOL DISTRICT, A CALIFORNIA SCHOOL DISTRICT, WITH PRIMARY OFFICES LOCATED AT **1880 Smythe Ave. San Ysidro CA. 92173**

_____
Signature

Name:_____

Title:_____

Date Signed:_____

EXHIBIT F

EMPLOYEE COMPENSATION CAP

Abstract
Funds awarded under the Head Start/Early Head Start grants cannot be used to pay the compensation of an individual either as a direct cost or any proration as indirect costs, at a rate in excess of Executive Level II. The rate of compensation for an Executive Level II employee is $221,900.00 per year. Every Head Start grantee and delegate is responsible for assuring its compliance with Section 653 of the Head Start Act. This provision applies to the salary and fringe benefits of any staff employed by a Head Start program who is paid, in whole or in part, with Head Start funds.

_____ _____
Name Date

_____
Title

_____
Organization

EXHIBIT G

The Child Exit Pass Process is designed with the intent that children never leave the site with anyone other than the approved adult. Staff must adhere to the process daily.

Exit Passes:

- The staff is the first checkpoint in ensuring active supervision and child safety during the critical period of sign-out/dismissal.
- The Exit Pass (will include the following - the child's first and last name, Teacher, classroom # and a photo of the child).
- Parent/guardians are not to independently select an Exit Pass Card. The staff that is assigned to monitor sign-out must hand the Exit Pass to the parent/guardian.
- If one adult is signing out two children, the adult must be handed two Exit Passes, one for each child.

Active Supervision by the Exit Greeter:

- Staff should not give an Exit Pass to an adult that is not on the authorization to pick up.
- The Exit Greeter is physically present at the designated exit gate/door from 5-10 minutes before dismissal until all children have left the site.
- Exit Greeter must visually and/or verbally verify that the appropriate child is leaving the site. Exit Greeter must receive the Exit Pass in hand. Exit Greeter must visually look at the Exit Pass to determine that the child's photo on the Exit Pass matches the child at the gate.
- If the Exit Greeter is someone who is not familiar with all children at the site, then the Exit Greeter must verbally ask the child his/her name, and ensure a match on the Exit Pass.
- If visual or verbal verification does not match, the adult and child are to be directed back to the Teacher.

Sign-outs/Dismissals Outside of Identified Exit Greeter Times:

- Occasionally, a child is picked up at a time outside of the times when the Exit Greeter is stationed at the exit gate/door, (i.e. parent picks up the child for a dentist appointment). In this case, an Exit Pass is given to the parent/guardian. The staff meets the parent/guardian and child prior to leaving the site to retrieve the Exit Pass and ensure that the appropriate child is leaving with the appropriate adult.

Child Exit Pass Implementation Plan Form:

Every Site Supervisor will fill out an Implementation Plan for your specific site (see attached form). Retain one at your site and send a copy to your Manager.

Child Exit Pass Implementation Plan

Site: _____ Date: _____

Name of Exit Greeter: _____

Location of Exit Gate/Door: _____

Times that Gate Keeper is assigned at Exit Gate/Door:

_____AM Session (5-10 minutes before dismissal)
_____PM Session (5-10 minutes before dismissal)

"Rainy Day" Plan: _____
_____
_____
_____
_____

Special Accommodations for Site-Specific Needs: _____
_____
_____
_____
_____

_____
Site Supervisor Signature

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: September 12, 2024

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

FROM:
Preschool & Child Development Center
Julie Pretzer, Director

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

BACKGROUND INFORMATION:
The Regents of the University of California have been providing vision screening services to the students of the San Ysidro School District for several years. The District recognizes the importance of students' physical and emotional health and its relationship to learning. The District believes in the value of maintaining the quality of school health services offered to students and their families. The Regents of the University of California through their School of Medicine, Department of Ophthalmology, will be providing these services at a minimal cost to the District.

The University provides vision examinations, prescription for glasses and corrective lenses as needed, and glasses at no charge for children referred to the Eye Mobile, assistance with program evaluation; and advise to District personnel on the need for referral of children for ongoing ophthalmologic care.

RECOMMENDATION:
Approve/Ratify the agreement with The Regents of the University of California to extend vision screening services for school year 2023-25 at a cost of $19.50 per student from Preschool and Child Development funds.

LCAP GOAL AND ACTION/SERVICE:
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	

TBD	Preschool and Child Development
(Amount)	(Name of funding source and/or location)

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

AGREEMENT BETWEEN
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
AND
SAN YSIDRO SCHOOL DISTRICT
CONCERNING VISION AND HEARING SCREENING SERVICES

THIS AGREEMENT is made and entered by and between The Regents of the University of California on behalf of the University of California, San Diego School of Medicine, Department of Ophthalmology ("UNIVERSITY") and San Ysidro School District, a political subdivision of San Diego County, California ("DISTRICT") with reference to the following facts:

WHEREAS, UNIVERSITY desires to provide vision and hearing services with the assistance of DISTRICT and to educate DISTRICT personnel to conduct vision and hearing screening services and related issues; and

WHEREAS, DISTRICT desires vision and hearing screening for its students, follow-up and referrals, program evaluation and DISTRICT provides assistance to UNIVERSITY by its personnel to perform such vision and hearing screening and related services; UNIVERSITY employs physicians and other personnel with training in ophthalmology, optometry and hearing ("Vision Screeners") and its support staff to perform such services;

WHEREAS, DISTRICT desires to secure, and UNIVERSITY desires to provide, the non-exclusive services of its Vision Screeners and staff;

IN FURTHERANCE of the foregoing purpose, it is agreed:

1. Location. UNIVERSITY shall transport the UCSD Shiley Eye Mobile ("Eye Mobile") to DISTRICT campus locations within San Diego County.

2. Hours of Services. UNVERSITY shall provide its services described herein during normal school hours for DISTRICT campus location and on a mutually agreed upon schedule.

2. RESPONSIBILITIES OF UNIVERSITY

UNIVERSITY agrees that it shall:

2.1 Educate DISTRICT personnel on conduct vision and hearing services and related issues.

2.2 Provide vision examinations, hearing screening, prescriptions for glasses and corrective lenses as needed for children referred to the Eye Mobile; provide assistance with program evaluation; and advice to DISTRICT personnel on the need for referral of children for ongoing ophthalmologic and hearing care.

2.3 Coordinate and oversee UNIVERSITY staff, Vision Screeners and the services they provide under this Agreement.

2.4 Recruit and select UNIVERSITY staff that are appropriately credentialed, licensed, or otherwise authorized to participate in providing such services.

2.5 Provide the names of UNIVERSITY staff and their assignments to DISTRICT sufficiently in advance to allow for convenient schedule planning.

2.6 Develop and implement a mechanism for determining evaluation of the performance of staff to include, where appropriate, input from DISTRICT staff.

2.7 Maintain records and reports concerning the services and of UNIVERSITY staff time spent in the various activities referred to in this Agreement, as may be required by UNIVERSITY and DISTRICT.

2.8 Cooperate with and assist DISTRICT in investigating facts which may serve as a basis for taking any disciplinary or academic action against a DISTRICT staff member/volunteer. DISTRICT may, but need not, consult with UNIVERSITY concerning any proposed disciplinary action. UNIVERSITY agrees to abide by DISTRICT recommended disciplinary action against DISTRICT staff member/volunteer(s). Notwithstanding the foregoing, UNIVERSITY shall have the right, for good cause and after consultation with DISTRICT, to prohibit further attendance at any UNIVERSITY sites of any DISTRICT staff; provided, however, that UNIVERSITY will not take any action against DISTRICT in an arbitrary or capricious manner. Upon such termination, DISTRICT will use its best efforts to replace the terminated staff member/volunteer with another staff member/volunteer as soon as possible.

2.9 Advise DISTRICT of needed repairs or replacement of equipment necessary for the proper performance of services under this Agreement either recognized by or brought to the attention of Vision Screeners.

2.10 Provide clinical supervision for medical students, residents and fellows participating in providing the services under this Agreement.

3. RESPONSIBILITIES OF DISTRICT

DISTRICT agrees that it shall:

3.1 Assist with preliminary vision screening of students at each school site where it desires to have vision follow-up services of UNIVERSITY.

3.2 Space. DISTRICT, at its own expense, shall maintain adequate staff and facilities at its premises to meet objectives of UNIVERSITY'S vision screening program in a manner consistent with the standards and requirements established by UNIVERSITY.

3.3 Records. DISTRICT, at its expense, shall maintain a health records system that includes parent/guardian consent information, age, ethnicity, eye exam results, use of corrective lenses history and future performance for each child to be examined by Vision Screeners, and make available such information as needed by UNIVERSITY for program evaluation purposes. All such patient records shall be retained by DISTRICT and shall remain the property of DISTRICT. DISTRICT shall maintain patient files in compliance with the standards established by HIPAA, and governing agencies. Such patient files and records shall be transmitted in a confidential and secure manner to ensure privacy, security and integrity of data required by HIPAA.

3.4 Support Services. DISTRICT shall designate a person to coordinate program, screening, examination, and scheduling while the Eye Mobile is at a DISTRICT site.

3.5 With respect to any professional services performed by UNIVERSITY under this Agreement, DISTRICT agrees to inform UNIVERSITY as follows:

3.5.1 Immediately upon initiation of an investigation of UNIVERSITY staff or upon the occurrence of a substantive untoward event involving a UNIVERSITY staff.

3.5.2 Within five days after receipt of services of a complaint, summons or notice of a claim naming or involving University staff.

3.5.3 Prior to making or accepting a settlement offer in any lawsuit or legal claim in which a UNIVERSITY staff member has been named or in which a settlement is being proposed on behalf of any staff member.

3.6 Cooperate with and assist UNIVERSITY in investigating facts which may serve as a basis for taking any disciplinary or academic action against UNIVERSITY staff. UNIVERSITY may, but need not consult with DISTRICT concerning any proposed disciplinary action. DISTRICT agrees to abide by UNIVERSITY'S recommended disciplinary action against UNIVERSITY staff. Notwithstanding the foregoing, DISTRICT shall have the right, for good cause and after consultation with UNIVERSITY, to prohibit further attendance at DISTRICT sites of any UNIVERSITY staff; provided, however, that DISTRICT will not take any action against UNIVERSITY staff in an arbitrary and capricious manner. Upon such termination, UNIVERSITY will use its best efforts to replace the terminated staff member with another staff member as soon as possible.

3.7 DISTRICT shall not require any UNIVERSITY staff member to conduct his/her professional behavior that would contradict the requirements of UNIVERSITY'S compliance program.

3.8 The population served shall be limited to those students who are enrolled in DISTRICT schools or other programs conducted on school grounds and who have

received written consent from their parent(s) or guardian for vision examination services and a prescription of corrective lenses as appropriate.

4. COMPENSATION AND BILLING

As compensation for services rendered by UNIVERSITY to DISTRICT pursuant to subsection 2.2 of this Agreement, DISTRICT shall pay UNIVERSITY Nineteen dollars and fifty cents ($19.50) per student. DISTRICT shall pay UNIVERSITY within thirty (30) days of receipt of UNIVERSITY's invoice.

4.1 Payment of UNIVERSITY Vision Screeners salary and benefits shall be the sole responsibility of UNIVERSITY as the employer of the Vision Screeners.

4.2 DISTRICT acknowledges that UNIVERSITY employees shall follow the ethical and legal standards established by the UNIVERSITY'S Compliance Program, as well as those of DISTRICT's compliance program, if such program exists, and a copy has been provided to the UNIVERSITY'S employee.

4.3 The parties acknowledge that none of the benefits granted UNIVERSITY or UNIVERSITY physician employees is conditioned on any requirements that UNIVERSITY or PHYSICIAN make referrals to, be in a position to make or influence referrals to, or otherwise generate business for any party. The parties further agree that physician services provided hereunder are non-exclusive and physicians may establish privileges at, refer any service to, or otherwise generate any business for any other entity of physicians' choosing.

5. DISTRICT'S INSURANCE

DISTRICT, at its sole cost and expense, shall insure DISTRICT'S activities in connection with this Agreement and obtain, keep in force, and maintain insurance as follows:

5.1 Comprehensive or Commercial Form General Liability Insurance (contractual liability included) with a minimum limit of one million dollars ($1,000,000) per occurrence.

5.2 Sexual Misconduct (also known as Abuse and Molestation) liability insurance with minimum limits of $1,000,000 per occurrence and $2,000,000 aggregate.

5.3 Business Automobile Liability Insurance for owned, non-owned, or hired automobiles with a combined single limit of not less than one million dollars ($1,000,000) per occurrence.

If the above insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

5.4 Workers' Compensation as required under California State law.

5.5 Such other insurance in such amounts which from time-to-time may be reasonably required by mutual consent of the UNIVERSITY and DISTRICT against other insurable risks relating to performance.

Coverage required under Subsections 5.1, 5.2,5.3 and 5.4 shall not limit the liability of DISTRICT.

The coverage referred to under Subsection 5.1 shall include UNIVERSITY as an additional insured. Such a provision, however, shall apply only in proportion to and to the extent of the negligent acts or omissions of DISTRICT, its officers, employees, and agents. DISTRICT upon the execution of this Agreement shall furnish UNIVERSITY with certificates of insurance evidencing compliance with all requirements. Certificates shall further provide for thirty (30) days (10 days for non-payment of premium) advance written notice to UNIVERSITY of any material modification, change or cancellation of any of the above insurance coverage.

6. UNIVERSITY'S INSURANCE

UNIVERSITY, at its sole cost and expense, shall insure its activities in connection with this Agreement by maintaining programs of self-insurance as follows:

6.1 Professional Medical and Hospital Liability Self-insurance Program with limits of two million dollars ($2,000,000) per occurrence.

6.2 General Liability Self-Insurance Program with a limit of one million dollars ($1,000,000) per occurrence.

6.3 Sexual Misconduct (also known as Abuse and Molestation) liability insurance with minimum limits of $1,000,000 per occurrence and $2,000,000 aggregate.

6.4 Business Automobile Liability Insurance for owned, non-owned, or hired automobiles with a combined single limit of not less than one million dollars ($1,000,000) per occurrence.

6.5 Workers' Compensation as required under California State law.

6.6 Such other insurance in such amounts, which from time to time may be reasonably required by mutual consent of the parties against other insurable risks relating to performance

Coverage required under this section 6.1, 6.2, 6.3 and 6.4 shall not in any way limit the liability of UNIVERSITY.

The coverage referred to under Subsection 6.2 shall include DISTRICT as an additional insured. Such a provision, however, shall apply only in proportion to and to the extent of the negligent acts or omissions of UNIVERSITY, its officers, employees, and agents. UNIVERSITY, upon request, shall furnish DISTRICT with certificates of insurance

evidencing compliance with all requirements. Certificates shall further provide for thirty (30) days (10 days for non-payment of premium) advance written notice to DISTRICT of any material modification, change or cancellation of any of the above insurance coverage.

7. INDEMNIFICATION

7.1 DISTRICT's Indemnification. DISTRICT shall defend, indemnify and hold UNIVERSITY, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of DISTRICT, its officers, employees, or agents.

7.2 UNIVERSITY'S Indemnification. UNIVERSITY shall defend, indemnify and hold DISTRICT, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of UNIVERSITY, its officers, employees, or agents.

8. COOPERATION IN DISPOSITION OF CLAIMS

DISTRICT and UNIVERSITY agree to cooperate with each other in the investigation and disposition of third-party liability claims arising out of any services provided under this Agreement. It is the intention of the parties to fully cooperate in the disposition of all such claims. Such cooperation may include joint investigation, defense and disposition of claims of third parties arising from services performed under this Agreement. DISTRICT and UNIVERSITY agree to promptly inform one another whenever an incident report, claim or complaint is filed or when an investigation is initiated concerning any professional service performed under this Agreement. To the extent allowed by law, DISTRICT and UNIVERSITY shall have reasonable access to the medical records and charts of the other relating to any such claim or investigation; provided, however, that nothing in this section shall require either DISTRICT or UNIVERSITY to disclose any peer review documents, incident reports, records or communications which are privileged under Section 1157 of the California Evidence Code, under the Attorney-Client Privilege or under the Attorney Work-Product Privilege.

9. TERM AND TERMINATION

9.1 Term of Agreement. The term of this Agreement shall be for the period from August 1, 2023 through July 31, 2025. This Agreement may be renewed upon the mutual written agreement of both parties.

9.2 Termination Without Cause. Notwithstanding any other provision to the contrary, this Agreement may be terminated without cause, for any reason, at any time by DISTRICT or UNIVERSITY upon thirty (30) days' prior written notice to the other party. Termination without cause shall not include termination based upon the volume of revenue or referrals generated under this Agreement.

10. PATIENTS' RECORDS

Any and all of DISTRICT'S patient records and charts created at DISTRICT'S medical office as a result of the performance under this Agreement shall be and remain the property of DISTRICT. Both during and after the term of this Agreement, UNIVERSITY shall be permitted to inspect and/or duplicate, at UNIVERSITY'S expense, any individual charts or records 1) to the extent necessary to assist in the defense of any malpractice or similar claim to which such chart or records may be pertinent and/or 2) for educational purposes upon written approval by DISTRICT. Such inspection and/or duplication shall be permitted and conducted pursuant to commonly accepted standards of patient confidentiality in accordance with applicable federal, state and local laws.

11. INDEPENDENT CONTRACTOR

None of the provisions of this Agreement shall be construed to or shall create a relationship of agency, representation, joint venture, ownership, control or employment between the parties, and it is understood and agreed that UNIVERSITY is at all times acting and performing the services pursuant to this Agreement as an independent contractor and not as an employee or agent of DISTRICT. DISTRICT shall not control or direct the manner or methods by which UNIVERSITY performs the contemplated medical services. However, UNIVERSITY shall be responsible for performing the services in a manner and at times so as to ensure that the contemplated services are performed and rendered in a competent, efficient and satisfactory manner.

12. MODIFICATIONS AND AMENDMENTS

This Agreement may be amended or modified at any time by mutual written consent of the authorized representatives of both parties. DISTRICT and UNIVERSITY agree to amend this Agreement if such amendment is required by applicable regulatory authority and does not materially affect the relative economic benefits of the parties.

13. COMPLIANCE WITH GOVERNMENTAL REQUIREMENTS

UNIVERSITY and DISTRICT shall comply with all applicable codes, ordinances, rules, regulations, and applicable requirements of all municipal, state, and federal authorities now in force, or which may hereinafter be in force pertaining to the provision of services by volunteer(s). The parties agree that in the event of new governmental requirements are imposed which effect the parties' obligations and performance under this Agreement, the parties shall negotiate mutually acceptable additional terms to conform this Agreement to such new requirements.

14. DISPUTE RESOLUTION

In the event of any dispute arising out of or relating to this Agreement, the parties shall

attempt, in good faith, to promptly resolve the dispute mutually between themselves. If they are unable to do so, then the following procedures shall apply.

14.1 Mediation. Any dispute between the parties which cannot be resolved in accordance with Article 14 of this Agreement may be submitted to mediation. If the parties mutually agree that mediation is appropriate, within ten (10) business days of the delivery of a request for mediation, the parties shall agree upon a mediator. If the parties are unable to agree on a mediator, a mediator shall be appointed by JAMS/Endispute. In consultation with the mediator selected, the parties shall promptly designate a mutually convenient time and place for the mediation. At the mediation, each party shall be represented by persons with authority to negotiate a resolution of the dispute, and may be represented by counsel. The mediator shall determine the format for the meetings. The mediation session shall be private. The fees and expenses of the mediator shall be borne equally by the parties, each of whom shall be responsible for their own costs. The entire mediation process shall be confidential and the privileges and protection of Evidence Code Section 1152.5 shall apply. Prior to commencement of mediation, the parties and the mediator shall execute a written confidentiality agreement in accordance with the provisions of Evidence Code Section 1152.5. At any time, either party may withdraw from the mediation process and submit the matter to binding arbitration.

14.2 Arbitration. All disputes between the parties relating to this contract which cannot be resolved by mutual agreement or mediation shall be resolved exclusively by arbitration in accordance with the provisions of this Subparagraph. Either party may commence arbitration by sending a written demand for arbitration to the other party setting forth the nature of the controversy, the dollar amount involved, if any, and the remedies sought. There shall be one (1) arbitrator. If the parties fail to select a mutually acceptable arbitrator within ten (10) days after the demand for arbitration is mailed, then the parties stipulate to arbitration before a single arbitrator sitting on the San Diego JAMS/Endispute panel, who is a retired judge and is selected in the sole discretion of the JAMS/Endispute office administrator. The parties shall share all interim costs of the arbitration until decision. The prevailing party shall be entitled to reimbursement by the other party of such party's attorneys' fees and costs and any arbitration fees and expenses incurred with the arbitration. The substantive law of the State of California shall be applied by the arbitrator. The parties shall have the rights of discovery as provided for in Part 4 of the California Code of Civil Procedure and as provided for in Section 1283.05 of said Code. The California Code of Evidence shall apply to testimony and documents submitted to the arbitrator. Arbitration shall take place in San Diego, California. As soon as reasonably practicable, a hearing with respect to the dispute or matter to be resolved shall be conducted by the arbitrator. As soon as reasonably practicable thereafter, the arbitrator shall arrive at a final decision, which shall be reduced to writing, signed by the arbitrator and mailed to each of the parties and their legal counsel. All decisions of the arbitrator shall be final, binding and conclusive on the parties and

shall constitute the only method of resolving disputes or matters. A court of appropriate jurisdiction may issue a writ to enforce the arbitrator's decision. Judgment may be entered upon a decision in accordance with applicable law in any court having appropriate jurisdiction.

15. GOVERNING LAW

This Agreement shall be governed in all respects by the laws of the State of California.

16. ASSIGNMENT

Neither DISTRICT nor UNIVERSITY shall assign their rights, duties, or obligations under this Agreement, either in whole or in part, without the prior written consent of the other.

17. SEVERABILITY

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof, and the remaining provisions shall remain in full force and effect unaffected by such severance, provided that the invalid provisions are not material to the overall purpose and operation of this Agreement.

18. WAIVER

Waiver by either party of any breach of any provision of this Agreement or warranty of representation herein set forth shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right hereunder shall not operate as a waiver of such right. All rights and remedies provided for herein are cumulative.

19. ENTIRE AGREEMENT

This Agreement contains all the terms and conditions as agreed upon by the parties hereto regarding the subject matter of the Agreement and supersedes any prior agreements, oral or written, and all other communications between the parties relating to such subject matter.

20. ATTORNEYS' FEES

In the event of any action, suit or proceeding between the parties hereto, the cost of such action, suit or proceeding, including reasonable attorneys' fees, shall be borne by the losing party or, in the case of an arbitration, as determined by the arbitrator.

21. INTERRUPTION OF SERVICES

Any of the parties shall be excused from any delay or failure in performance hereunder caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, insurrection, labor disputes, riots, earthquakes, or other acts of nature. The obligations and rights of the parties so excused shall be extended on a day-to-day basis for the time period equal to the period of

such excusable interruption. In the event the interruption of the excused party's obligations continues for a period in excess of thirty (30) days, the other party shall have the right to terminate this Agreement upon ten (10) days prior written notice to the excused party.

22. SUBJECT HEADINGS

The subject headings used in this Agreement are for convenience only and shall not be deemed to affect the meaning or construction of any of the terms, provisions, covenants or conditions of this Agreement.

23. METHOD OF NOTIFICATION

All notices required or permitted to be given hereunder which may be given by any party to the other, shall be deemed to have been fully given when made in writing and sent by facsimile to the number set forth below or sent by reputable overnight courier, or deposited in the United States mail, postage prepaid, certified mail, return receipt requested, and addressed as follows:

TO UNIVERSITY: Assistant Vice Chancellor
UC San Diego Health Sciences
9500 Gilman Drive, #0602
La Jolla, CA 92093-0602
Facsimile number: 858.534.6573

TO DISTRICT: Chief Business Official
San Ysidro School District
4350 Otay Mesa Road
San Ysidro, CA 92173
Facsimile number: 619.428.1393

24. COUNTERPARTS

This Agreement may be executed in separate counterparts, none of which need contain the signatures of all parties, each of which shall be deemed to be an original, and all of which taken together constitute one and the same instrument. Telecopied or scanned signatures will be deemed to have the same effect as an original.

Signature page follows immediately after

The parties have executed this Agreement as set forth below.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA,
on behalf of the University of California San Diego, School of Medicine,
Department of Ophthalmology

By: Rina Davison 8/22/2024
Rina Davison Date
Assistant Vice Chancellor Health Sciences Administration
UC San Diego Health Sciences

SAN YSIDRO SCHOOL DISTRICT

By: _____ _____
Date

Name: Marilyn Adrianzen

Title: Chief Business Official

Board approved/ratified: _____

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: September 12, 2024

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

FROM:
Special Education Department
Oscar Madera, Director

☐ Informational
☒ Action

AGENDA ITEM: SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT WITH AMERGIS HEALTHCARE STAFFING SERVICES

BACKGROUND INFORMATION:
Amergis Healthcare Staffing Services, a nonpublic agency, approved by SELPA, will be providing licensed health care personnel to provide healthcare services, Speech Language Pathologist (SLP), Speech Language Pathologist Assistant (SLPA) and Behavior Intervention services 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: LVN: $49.38 per hour
RN: $62.09 per hour
Health Aide/CNA: $32.33 per hour
SLP: $91.93 per hour
SLPA: $67.91 per hour
Psychological Services: $91.93 per hour
Behavior Intervention Services Aide: $30.00 per hour
Registered Behavior Technician: $50.00 per hour

RECOMMENDATION:
Approve/Ratify the San Diego County Nonpublic Master Contract with Amergis Healthcare Staffing to provide several special education services during the 2024-2025 school year. Cost implications will be paid from the Special Education fund.

LCAP GOAL AND ACTION/SERVICE:
Goal 1, Action # 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	

To be determined	Special Education
(Amount)	(Name of funding source and/or location)

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

Docusign Envelope ID: 1A6ED212-FC2D-4C48-9BB1-779D29161458

LEA: San Ysidro School District Nonpublic: Amergis Healthcare Staffing, Inc. (formerly Maxim Healthcare Staffing Services)

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.*

Docusign Envelope ID: 1A6ED212-FC2D-4C48-9BB1-779D29161458

San Diego County Nonpublic Master Contract
Main Document

2024-2025

TABLE OF CONTENTS

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.*

Docusign Envelope ID: 1A6ED212-FC2D-4C48-9BB1-779D29161458

LEA: San Ysidro School District Nonpublic: Amergis Healthcare Staffing, Inc. (formerly Maxim Healthcare Staffing Services)

2024-2025
Nonpublic Master Contract

Main Document

Docusign Envelope ID: 1A6ED212-FC2D-4C48-9BB1-779D29161458

San Diego County Nonpublic Master Contract
Main Document

2024-2025

Docusign Envelope ID: 1A6ED212-FC2D-4C48-9BB1-779D29161458

San Diego County Nonpublic Master Contract
Main Document

2024-2025

Index of Provisions

Contract Section		Page Number
SECTION 1: TERM		1
SECTION 2: CONTRACT DOCUMENTS		1
SECTION 3: SERVICES PROVIDED TO PUPILS		1
3.1	Individual Services Agreement	1
3.2	Interim Written Approval	1
3.3	Services to be Provided Under ISA or Interim Written Approval	1
3.4	Modifications to IEP/IFSP	2
3.5	Assessments and Evaluations	2
3.6	Transportation	2
3.7	Behavioral Intervention	2
3.8	Pupil Discipline	3
3.9	COVID-19 Quarantine of Pupils	3
SECTION 4: LEA OVERSIGHT		3
4.1	LEA Oversight	3
4.2	Annual Visit	3
4.3	Unannounced Visits	4
4.4	Evaluation of Pupil Progress	4
SECTION 5: NONPUBLIC CERTIFICATION		4
SECTION 6: PERSONNEL		4
6.1	Required Credentials, License and/or Other Qualifications	4
6.2	Verification of Credentials	5
6.3	Training	5
6.4	Staff to Pupil Ratios	5
6.5	Fingerprinting and Tuberculosis Testing	5
6.6	Acknowledgment of Mandated Reporter Obligations	5
SECTION 7: COMPENSATION		5
SECTION 8: BILLING AND PAYMENT		5
8.1	Invoices	5
8.2	Late Invoices	5
8.3	Payment	6
8.4	Late Payment	6
8.5	Right to Withhold	6
8.6	Calculation of Withholding	6
8.7	Opportunity to Cure	7
8.8	Services Provided Following Expiration of the Master Contract	7
8.9	Medi-Cal Reimbursement	7

Docusign Envelope ID: 1A6ED212-FC2D-4C48-9BB1-779D29161458

SECTION 9: RECORDKEEPING AND REPORTING 7

9.1 Access to Pupil Records 7
9.2 Pupil Data Reporting 7
9.3 Pupil Injury Reporting 7
9.4 Annual Reporting 7
9.5 Transfer of Pupil Records Upon School Closure or Disenrollment 8
9.6 CONTRACTOR Reporting 8
9.7 Fiscal Records 8
9.8 Audit Exceptions 8
9.9 Confidentiality of Records 8

SECTION 10: MODIFICATIONS/AMENDMENTS 8

SECTION 11: TERMINATION 9

SECTION 12: RENEWAL 9

SECTION 13: COMPLIANCE WITH LAW 10

SECTION 14: NON-DISCRIMINATION STATEMENT 10

SECTION 15: INDEPENDENT CONTRACTOR STATUS 10

SECTION 16: STANDARD OF PERFORMANCE 10

SECTION 17: SUBCONTRACT AN ASSIGNMENT 10

SECTION 18: INDEMNIFICATION 10

SECTION 19: INSURANCE 11

SECTION 20: ENTIRE AGREEMENT 11

SECTION 21: SEVERABILITY 11

SECTION 22: VENUE AND GOVERNING LAW 12

SECTION 23: ELECTRONIC SIGNATURES 12

SECTION 24: NOTICES 12

SECTION 25: DISPUTE RESOLUTION 13

SECTION 26: SIGNATURES 14

Docusign Envelope ID: 1A6ED212-FC2D-4C48-9BB1-779D29161458

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 Amergis Healthcare Staffing, Inc. (formerly Maxim Healthcare Staffing Services) ("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, 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.

Docusign Envelope ID: 1A6ED212-FC2D-4C48-9BB1-779D29161458

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.

Docusign Envelope ID: 1A6ED212-FC2D-4C48-9BB1-779D29161458

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.

Docusign Envelope ID: 1A6ED212-FC2D-4C48-9BB1-779D29161458

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.

Docusign Envelope ID: 1A6ED212-FC2D-4C48-9BB1-779D29161458

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

Docusign Envelope ID: 1A6ED212-FC2D-4C48-9BB1-779D29161458

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 10th 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 Contact 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.

Docusign Envelope ID: 1A6ED212-FC2D-4C48-9BB1-779D29161458

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

Docusign Envelope ID: 1A6ED212-FC2D-4C48-9BB1-779D29161458

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.

Docusign Envelope ID: 1A6ED212-FC2D-4C48-9BB1-779D29161458

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 CONTACTOR 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

Docusign Envelope ID: 1A6ED212-FC2D-4C48-9BB1-779D29161458

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.

Docusign Envelope ID: 1A6ED212-FC2D-4C48-9BB1-779D29161458

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.

Docusign Envelope ID: 1A6ED212-FC2D-4C48-9BB1-779D29161458

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).

Docusign Envelope ID: 1A6ED212-FC2D-4C48-9BB1-779D29161458

Notices to the LEA:	Notices to the CONTRACTOR:
Marilyn Adrianzen, Chief Business Official Name/Title	Austin Koehn Name/Title
San Ysidro School District Local Education Agency	Amergis Healthcare Staffing, Inc. (formerly Maxim Healthcare Staffing Services) Nonpublic
4350 Otay Mesa Road Address	3111 Camino Del Rio N. Suite 1250 Address
San Ysidro / CA / 92173 City / State / Zip	San Diego / CA / 92108 City / State / Zip
(619) 428-4476 Phone	(619) 209 - 3696 Phone
(619) 428-6473 Facsimile	( ) Facsimile
marilyn.adrianzen@sysdschools.org Email Address	aukoehn@amergis.com 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.

Docusign Envelope ID: 1A6ED212-FC2D-4C48-9BB1-779D29161458

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 July 12, 2024 and terminates at 5:00 p.m. on June 30, 2025 unless sooner terminated as provided herein.

CONTRACTOR
Nonpublic ☐ School ☒ Agency

DocuSigned by:
Austin Koehn
F0FEB9E9034940B...
Authorized Representative Signature

DATE: 09-Jul-24

Austin Koehn
(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: _____

Docusign Envelope ID: 1A6ED212-FC2D-4C48-9BB1-779D29161458

LEA: San Ysidro School District Nonpublic: Amergis Healthcare Staffing, Inc. (formerly Maxim Healthcare Staffing Services)

2024-2025
Nonpublic
Master Contract

Appendix B: Agencies

Docusign Envelope ID: 1A6ED212-FC2D-4C48-9BB1-779D29161458

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2024-2025

Index of Provisions

Contract Section — **Page Number**

SECTION 1: EDUCATIONAL PROGRAM

1.1 Admission/Enrollment Procedure 1
1.2 Supplies and Equipment 1
1.3 Calendar 1
1.4 Parent Visits/Communication 1
a. Visits 1
b. Communication 1
1.5 Ownership 2
1.6 Staff Absences 2

SECTION 2: ATTENDANCE 2

SECTION 3: SAFETY

3.1 Safe and Appropriate Environment 2

SECTION 4: FINANCIAL

4.1 Full-Time Equivalency Basis 3
4.2 Rate Schedule for Contract Year 3

SECTION 5: APPROVALS

Signature Page 6

Docusign Envelope ID: 1A6ED212-FC2D-4C48-9BB1-779D29161458

NONPUBLIC MASTER CONTRACT
Appendix B: Agencies

SECTION 1: EDUCATIONAL PROGRAM

1.1 ADMISSION/ENROLLMENT PROCEDURES

Prior to the CONTRACTOR deciding whether or not to enroll a pupil, the LEA shall provide the CONTRACTOR a copy of the pupil's current IEP/IFSP, and facilitate an observation of the pupil, data gathering from the current or prior education providers, and any other reasonable information gathering CONTRACTOR wishes to undertake prior to making an enrollment decision. The CONTRACTOR retains the right to decline enrollment of any pupil and nothing in this contract shall be construed to limit this right.

If a pupil is being considered for enrollment, his or her IEP/IFSP shall be reviewed in collaboration with the LEA, the CONTRACTOR, parents, and other invited participants, as appropriate.

The CONTRACTOR shall notify the LEA of its decision to decline enrollment or the effective date of enrollment of the pupil in accordance with Section 24 (Notices) of this contract within ten (10) working days of receipt of the referral.

1.2 SUPPLIES AND EQUIPMENT

The CONTRACTOR shall be responsible for providing all standard and usual supplies and equipment required for the general program provided by the CONTRACTOR. If an individual pupil's IEP/IFSP requires specialized equipment and/or supplies beyond the CONTRACTOR'S general program, the LEA shall provide them unless otherwise specified in the Individual Services Agreement. The LEA shall provide the low incidence equipment assigned to the pupil through the IEP/IFSP unless 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 DIS and/or related services, the CONTRACTOR shall be responsible for providing usual and reasonable supplies and assessment tools necessary to implement the provision of services unless otherwise agreed in the Individual Services Agreement.

1.3 CALENDAR

The CONTRACTOR shall only provide designated instruction and services during the period of the pupil's regular or extended school year program, or both, at the location designated by the IEP, unless otherwise specified by the pupil's IEP/IFSP. The CONTRACTOR shall observe the following legal holidays including Independence Day, Veteran's Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King Jr. Day, President's Day, and Memorial Day, as specified in the CONTRACTOR'S official calendar. Make-up sessions may be scheduled for other days of school vacations.

1.4 PARENT VISITS/COMMUNICATION

a. The CONTRACTOR shall provide for reasonable parental visits to all of the agency facilities including, but not limited to, the instructional setting attended by pupils and recreational activity areas. The CONTRACTOR shall notify case manager or other authorized LEA representative of all planned parental visits, and provide opportunity for case manager or other LEA representative to attend visit. The CONTRACTOR shall use its good faith efforts to provide that parental visits are in agreement with a court order, if any.

b. All communication between the CONTRACTOR and Parent regarding programmatic decisions must include case manager or other authorized IEP team member, unless authorized by LEA representative or case manager, regarding program recommendations.

Docusign Envelope ID: 1A6ED212-FC2D-4C48-9BB1-779D29161458

1.5 OWNERSHIP

All activity plans, token systems, reinforce systems or inventories, visual schedules, data, drills, progress reports, quarterly reports, behavior intervention plans, behavior support plans, behavior graphs, pupil assessment results, and program materials created specifically for individual pupils by the CONTRACTOR under this Master Contract shall be the joint property of the CONTRACTOR and LEA.

1.6 STAFF ABSENCES

When a provider is absent, CONTRACTOR shall provide appropriate coverage in accordance with EC section 56061. The CONTRACTOR shall provide the LEA the documentation of such coverage upon request. As appropriate, the CONTRACTOR and the LEA may make arrangements for make-up sessions, usually within thirty (30) days, at a mutually convenient time and location if appropriate staff is not available to provide coverage for staff absences.

The 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.

SECTION 2: ATTENDANCE

The CONTRACTOR shall keep original records of services provided to each pupil in a register, report or record with the pupil's absences clearly indicated. The CONTRACTOR shall file the signed copies of such service logs with monthly invoices to the LEA within thirty (30) days of the close of the school month. The documents and reports identified in this section shall be provided to LEA pursuant to the provisions in Section 24 (Notices) of the Nonpublic Master Contract. The CONTRACTOR is responsible for verifying accuracy of the service logs and for informing subcontractors of their personal responsibility for the completion and accuracy of said forms. A unit of service for payment purposes is one session as specified in the pupil's IEP/IFSP.

If a CONTRACTOR attempts to provide services for five (5) consecutive days or sessions, and the pupil is not available for the service, the CONTRACTOR may suspend the Individual Services Agreement and notify the LEA of the need to convene a meeting of the IEP/IFSP team to attempt to resolve the problem. If a pupil's absences exceed more than ten (10) unreimbursed days, the CONTRACTOR may notify the LEA of the intent to terminate the Individual Services Agreement and if it does, at the same time it shall request an IEP/IFSP meeting. Said notice shall be provided pursuant to Section 24 (Notices) of this contract. Upon receipt of this request, the LEA shall convene an IEP/IFSP meeting as soon as possible to review the placement, modify the IEP/IFSP if appropriate, or determine another appropriate placement option for the pupil.

SECTION 3: SAFETY

3.1 SAFE AND APPROPRIATE ENVIRONMENT

If nonpublic agency services are not provided on a school site, the CONTRACTOR shall be responsible for providing facilities in which it provides the services agreed to in the Individual Services Agreement, unless there is written agreement to the contrary. 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. If services are provided at a school site, the CONTRACTOR shall participate in the regularly scheduled fire, earthquake, and disaster drills as appropriate.

When the IEP specifies that NPA services are to be provided in the pupil's home, the parent/guardian or another adult caregiver designated by the parent shall be present in the home while the services are delivered.

SECTION 4: FINANCIAL

Docusign Envelope ID: 1A6ED212-FC2D-4C48-9BB1-779D29161458

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2024-2025

4.1 FULL-TIME EQUIVALENCY BASIS

Notwithstanding the requirements of Section 3.1 (Individual Services Agreement) of the Master Contract, when the CONTRACTOR provides services on a full-time equivalency basis (as opposed to a per pupil basis), the LEA shall maintain a list or lists of individual pupils that CONTRACTOR serves on this basis.

4.2 RATE SCHEDULE FOR CONTRACT YEAR

CONTRACTOR: Amergis Healthcare Staffing, Inc. (formerly Maxim Healthcare Staffing Services)

CONTRACTOR NPA ID NUMBER: 9902253

Education service(s) offered by the CONTRACTOR, and the charges for such service(s) during the term of this contract, shall be as follows:

RELATED SERVICES	RATE	PERIOD
Intensive Individual Services (340)		
Individual and Small Group Instruction (Ages 3-5 only) (350)		
Language and Speech (415)	$91.93	hr
Language and Speech (415) - Licensed SLP-A	$67.91	
Language and Speech (415) – Speech Therapy Aide		
Adapted Physical Education (425)		
Health and Nursing: Specialized Physical Health Care LVN (435)		
Health and Nursing: Specialized Physical Health Care RN (435)		
Health and Nursing: Specialized Physical Health Care CRN (435)		
Health and Nursing: Other Services LVN (436)	$49.38	hr
Health and Nursing: Other Services RN (436)	$62.09	hr
Health and Nursing: Other Services CRN (436)		
Health and Nursing: Other Services Health Aide/CNA (436)	$32.33	hr
Assistive Technology Services – Credentialed (445)		
Assistive Technology Services - Classified (445)		
Occupational Therapy (450)		
Occupational Therapy (450) – Certified OT Assistant		
Physical Therapy (460)		
Physical Therapy – Licensed PT Assistant (460)		

Docusign Envelope ID: 1A6ED212-FC2D-4C48-9BB1-779D29161458

Individual Counseling (510)		
Counseling and Guidance (515)		
Parent Counseling (520)		
Social Work Services (525)		
Psychological Services (530)	$91.93	hr
Behavior Intervention Services (535) – BI Design	$91.93	hr
Behavior Intervention Services (535) – BI Implementation	$90.00	hr
Behavior Intervention Services (535) – BII (AIDE)	$30.00	hr
Behavior Intervention Services (535) – BII (RBT)	$50.00	hr
Specialized Services for Low Incidence Disabilities (610)		
Specialized Deaf and Hard of Hearing (710)		
Interpreter Services (715)		
Interpreter Services Shift Differential (715)		
Audiological Services (720)		
Specialized Vision Services (725)		
Orientation and Mobility (730)		
Braille Transcription (735)		
Specialized Orthopedic Services (740)		
Reader Services (745)		
Recreation Services, Including Therapeutic (760)		
College Awareness Preparation (820)		
Vocational Assessment, Counseling/Guidance Assessment (830)		
Career Awareness (840)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		
Agency Linkages (referral and placement) (865)		

Docusign Envelope ID: 1A6ED212-FC2D-4C48-9BB1-779D29161458

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.

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2024-2025

SECTION 5: APPROVALS

CONTRACTOR
Nonpublic Agency

DocuSigned by:
Austin Koehn
E0FEB9E9034040B...
Authorized Representative Signature

DATE: 09-Jul-24

Austin Koehn
(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: _____

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: September 12, 2024

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

FROM:
Special Education Department
Oscar Madera, Director

☐ Informational
☒ Action

AGENDA ITEM: SAN DIEGO COUNTY NONPUBLIC AGENCY MASTER CONTRACT WITH BRIDGE THE GAP SPED, LLC

BACKGROUND INFORMATION:
Children who are identified as having language-processing disorder may benefit from language therapy. Therapy can be provided to help improve children who have word finding difficulty, language processing disorder or delay, phonological awareness deficits, verbal problem-solving weaknesses, listening comprehension difficulty and such.

Bridge The Gap Sped, LLC, a non-public agency, approved by SELPA will be providing licensed health care personned to provide healthcare services, Speech Language Pathologist (SLP), Speech Language Pathologist Assistant (SLPa) and Behavior Intervention services 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:

Speech-Language Pathologist (SLP): $93.26/hour
Speech-Language Pathologist Assist (SLPa): $68.63/hour
Certified Nurse Assistant (CNA): $32.33/hour
Behavior Technician (BT): $30.32
Registered Behavior Technician (RBT): $55.00

RECOMMENDATION:
Approve/Ratify the San Diego County Nonpublic Agency Master Contract with Bridge The Gap Sped, LLC for school year 2024-2025, to provide services for students with special needs. Cost implications will be paid from the Special Education fund.

LCAP GOAL AND ACTION/SERVICE:
Goal 1: Student Achievement, Action 1.3: Provide certificated and classified staffing to support students, including teachers, site and district office staff, instructional aides, speech therapists, health care assistants, LVNs, behavioral specialists, and site and district administrators.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☒ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2023-2024 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$90.00/hr	Special Education
(Amount)	(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.*

TABLE OF CONTENTS

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

Index of Provisions

Contract Section		Page Number
SECTION 1: TERM		1
SECTION 2: CONTRACT DOCUMENTS		1
SECTION 3: SERVICES PROVIDED TO PUPILS		1
3.1	Individual Services Agreement	1
3.2	Interim Written Approval	1
3.3	Services to be Provided Under ISA or Interim Written Approval	1
3.4	Modifications to IEP/IFSP	2
3.5	Assessments and Evaluations	2
3.6	Transportation	2
3.7	Behavioral Intervention	2
3.8	Pupil Discipline	3
3.9	COVID-19 Quarantine of Pupils	3
SECTION 4: LEA OVERSIGHT		3
4.1	LEA Oversight	3
4.2	Annual Visit	3
4.3	Unannounced Visits	4
4.4	Evaluation of Pupil Progress	4
SECTION 5: NONPUBLIC CERTIFICATION		4
SECTION 6: PERSONNEL		4
6.1	Required Credentials, License and/or Other Qualifications	4
6.2	Verification of Credentials	5
6.3	Training	5
6.4	Staff to Pupil Ratios	5
6.5	Fingerprinting and Tuberculosis Testing	5
6.6	Acknowledgment of Mandated Reporter Obligations	5
SECTION 7: COMPENSATION		5
SECTION 8: BILLING AND PAYMENT		5
8.1	Invoices	5
8.2	Late Invoices	5
8.3	Payment	6
8.4	Late Payment	6
8.5	Right to Withhold	6
8.6	Calculation of Withholding	6
8.7	Opportunity to Cure	7
8.8	Services Provided Following Expiration of the Master Contract	7
8.9	Medi-Cal Reimbursement	7

SECTION 9: RECORDKEEPING AND REPORTING 7

9.1 Access to Pupil Records 7
9.2 Pupil Data Reporting 7
9.3 Pupil Injury Reporting 7
9.4 Annual Reporting 7
9.5 Transfer of Pupil Records Upon School Closure or Disenrollment 8
9.6 CONTRACTOR Reporting 8
9.7 Fiscal Records 8
9.8 Audit Exceptions 8
9.9 Confidentiality of Records 8

SECTION 10: MODIFICATIONS/AMENDMENTS 8

SECTION 11: TERMINATION 9

SECTION 12: RENEWAL 9

SECTION 13: COMPLIANCE WITH LAW 10

SECTION 14: NON-DISCRIMINATION STATEMENT 10

SECTION 15: INDEPENDENT CONTRACTOR STATUS 10

SECTION 16: STANDARD OF PERFORMANCE 10

SECTION 17: SUBCONTRACT AN ASSIGNMENT 10

SECTION 18: INDEMNIFICATION 10

SECTION 19: INSURANCE 11

SECTION 20: ENTIRE AGREEMENT 11

SECTION 21: SEVERABILITY 11

SECTION 22: VENUE AND GOVERNING LAW 12

SECTION 23: ELECTRONIC SIGNATURES 12

SECTION 24: NOTICES 12

SECTION 25: DISPUTE RESOLUTION 13

SECTION 26: SIGNATURES 14

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 Bridge the Gap Sped, LLC ("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.

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.

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.

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.

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

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 10th 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 Contact 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.

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

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.

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 CONTACTOR 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

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.

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.

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).

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:

Monique Somers
Name/Title

Bridge the Gap Sped, LLC
Nonpublic

1649 Portside Place
Address

San Marcos | CA | 92078
City | State | Zip

(760) 607-8088
Phone

( )
Facsimile

monique@bridgethegapsped.com
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.

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 July 1, 2024 and terminates at 5:00 p.m. on June 30, 2025 unless sooner terminated as provided herein.

CONTRACTOR
Nonpublic ☐ School ☒ Agency

Monique D Somers
Authorized Representative Signature

DATE: 8/19/2024

Monique Somers Owner/CEO
(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:

2024-2025
Nonpublic
Master Contract

Appendix B: Agencies

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2024-2025

Index of Provisions

Contract Section — **Page Number**

SECTION 1: EDUCATIONAL PROGRAM

1.1 Admission/Enrollment Procedure 1
1.2 Supplies and Equipment 1
1.3 Calendar 1
1.4 Parent Visits/Communication 1
a. Visits 1
b. Communication 1
1.5 Ownership 2
1.6 Staff Absences 2

SECTION 2: ATTENDANCE 2

SECTION 3: SAFETY

3.1 Safe and Appropriate Environment 2

SECTION 4: FINANCIAL

4.1 Full-Time Equivalency Basis 3
4.2 Rate Schedule for Contract Year 3

SECTION 5: APPROVALS

Signature Page 6

NONPUBLIC MASTER CONTRACT
Appendix B: Agencies

SECTION 1: EDUCATIONAL PROGRAM

1.1 ADMISSION/ENROLLMENT PROCEDURES

Prior to the CONTRACTOR deciding whether or not to enroll a pupil, the LEA shall provide the CONTRACTOR a copy of the pupil's current IEP/IFSP, and facilitate an observation of the pupil, data gathering from the current or prior education providers, and any other reasonable information gathering CONTRACTOR wishes to undertake prior to making an enrollment decision. The CONTRACTOR retains the right to decline enrollment of any pupil and nothing in this contract shall be construed to limit this right.

If a pupil is being considered for enrollment, his or her IEP/IFSP shall be reviewed in collaboration with the LEA, the CONTRACTOR, parents, and other invited participants, as appropriate.

The CONTRACTOR shall notify the LEA of its decision to decline enrollment or the effective date of enrollment of the pupil in accordance with Section 24 (Notices) of this contract within ten (10) working days of receipt of the referral.

1.2 SUPPLIES AND EQUIPMENT

The CONTRACTOR shall be responsible for providing all standard and usual supplies and equipment required for the general program provided by the CONTRACTOR. If an individual pupil's IEP/IFSP requires specialized equipment and/or supplies beyond the CONTRACTOR'S general program, the LEA shall provide them unless otherwise specified in the Individual Services Agreement. The LEA shall provide the low incidence equipment assigned to the pupil through the IEP/IFSP unless 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 DIS and/or related services, the CONTRACTOR shall be responsible for providing usual and reasonable supplies and assessment tools necessary to implement the provision of services unless otherwise agreed in the Individual Services Agreement.

1.3 CALENDAR

The CONTRACTOR shall only provide designated instruction and services during the period of the pupil's regular or extended school year program, or both, at the location designated by the IEP, unless otherwise specified by the pupil's IEP/IFSP. The CONTRACTOR shall observe the following legal holidays including Independence Day, Veteran's Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King Jr. Day, President's Day, and Memorial Day, as specified in the CONTRACTOR'S official calendar. Make-up sessions may be scheduled for other days of school vacations.

1.4 PARENT VISITS/COMMUNICATION

a. The CONTRACTOR shall provide for reasonable parental visits to all of the agency facilities including, but not limited to, the instructional setting attended by pupils and recreational activity areas. The CONTRACTOR shall notify case manager or other authorized LEA representative of all planned parental visits, and provide opportunity for case manager or other LEA representative to attend visit. The CONTRACTOR shall use its good faith efforts to provide that parental visits are in agreement with a court order, if any.

b. All communication between the CONTRACTOR and Parent regarding programmatic decisions must include case manager or other authorized IEP team member, unless authorized by LEA representative or case manager, regarding program recommendations.

1.5 OWNERSHIP

All activity plans, token systems, reinforce systems or inventories, visual schedules, data, drills, progress reports, quarterly reports, behavior intervention plans, behavior support plans, behavior graphs, pupil assessment results, and program materials created specifically for individual pupils by the CONTRACTOR under this Master Contract shall be the joint property of the CONTRACTOR and LEA.

1.6 STAFF ABSENCES

When a provider is absent, CONTRACTOR shall provide appropriate coverage in accordance with EC section 56061. The CONTRACTOR shall provide the LEA the documentation of such coverage upon request. As appropriate, the CONTRACTOR and the LEA may make arrangements for make-up sessions, usually within thirty (30) days, at a mutually convenient time and location if appropriate staff is not available to provide coverage for staff absences.

The 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.

SECTION 2: ATTENDANCE

The CONTRACTOR shall keep original records of services provided to each pupil in a register, report or record with the pupil's absences clearly indicated. The CONTRACTOR shall file the signed copies of such service logs with monthly invoices to the LEA within thirty (30) days of the close of the school month. The documents and reports identified in this section shall be provided to LEA pursuant to the provisions in Section 24 (Notices) of the Nonpublic Master Contract. The CONTRACTOR is responsible for verifying accuracy of the service logs and for informing subcontractors of their personal responsibility for the completion and accuracy of said forms. A unit of service for payment purposes is one session as specified in the pupil's IEP/IFSP.

If a CONTRACTOR attempts to provide services for five (5) consecutive days or sessions, and the pupil is not available for the service, the CONTRACTOR may suspend the Individual Services Agreement and notify the LEA of the need to convene a meeting of the IEP/IFSP team to attempt to resolve the problem. If a pupil's absences exceed more than ten (10) unreimbursed days, the CONTRACTOR may notify the LEA of the intent to terminate the Individual Services Agreement and if it does, at the same time it shall request an IEP/IFSP meeting. Said notice shall be provided pursuant to Section 24 (Notices) of this contract. Upon receipt of this request, the LEA shall convene an IEP/IFSP meeting as soon as possible to review the placement, modify the IEP/IFSP if appropriate, or determine another appropriate placement option for the pupil.

SECTION 3: SAFETY

3.1 SAFE AND APPROPRIATE ENVIRONMENT

If nonpublic agency services are not provided on a school site, the CONTRACTOR shall be responsible for providing facilities in which it provides the services agreed to in the Individual Services Agreement, unless there is written agreement to the contrary. 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. If services are provided at a school site, the CONTRACTOR shall participate in the regularly scheduled fire, earthquake, and disaster drills as appropriate.

When the IEP specifies that NPA services are to be provided in the pupil's home, the parent/guardian or another adult caregiver designated by the parent shall be present in the home while the services are delivered.

SECTION 4: FINANCIAL

4.1 FULL-TIME EQUIVALENCY BASIS

Notwithstanding the requirements of Section 3.1 (Individual Services Agreement) of the Master Contract, when the CONTRACTOR provides services on a full-time equivalency basis (as opposed to a per pupil basis), the LEA shall maintain a list or lists of individual pupils that CONTRACTOR serves on this basis.

4.2 RATE SCHEDULE FOR CONTRACT YEAR

CONTRACTOR: Bridge the Gap, LLC

CONTRACTOR NPA ID NUMBER: 9903283

Education service(s) offered by the CONTRACTOR, and the charges for such service(s) during the term of this contract, shall be as follows:

RELATED SERVICES	RATE	PERIOD
Intensive Individual Services (340)		
Individual and Small Group Instruction (Ages 3-5 only) (350)		
Language and Speech (415)	$93.26	hour
Language and Speech (415) - Licensed SLP-A	$68.63	hour
Language and Speech (415) – Speech Therapy Aide		
Adapted Physical Education (425)		
Health and Nursing: Specialized Physical Health Care LVN (435)		
Health and Nursing: Specialized Physical Health Care RN (435)		
Health and Nursing: Specialized Physical Health Care CRN (435)		
Health and Nursing: Other Services LVN (436)		
Health and Nursing: Other Services RN (436)		
Health and Nursing: Other Services CRN (436)		
Health and Nursing: Other Services Health Aide/CNA (436)	$32.33	hour
Assistive Technology Services – Credentialed (445)		
Assistive Technology Services - Classified (445)		
Occupational Therapy (450)		
Occupational Therapy (450) – Certified OT Assistant		
Physical Therapy (460)		
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		
Behavior Intervention Services (535) – BI Implementation		
Behavior Intervention Services (535) – BII (AIDE)	$3032	hour
Behavior Intervention Services (535) – BII (RBT)	$55.00	hour
Specialized Services for Low Incidence Disabilities (610)		
Specialized Deaf and Hard of Hearing (710)		
Interpreter Services (715)		
Interpreter Services Shift Differential (715)		
Audiological Services (720)		
Specialized Vision Services (725)		
Orientation and Mobility (730)		
Braille Transcription (735)		
Specialized Orthopedic Services (740)		
Reader Services (745)		
Recreation Services, Including Therapeutic (760)		
College Awareness Preparation (820)		
Vocational Assessment, Counseling/Guidance Assessment (830)		
Career Awareness (840)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		
Agency Linkages (referral and placement) (865)		

Travel Training (870)			
Other Transition Services (890)			
Other 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.

SECTION 5: APPROVALS

CONTRACTOR
Nonpublic Agency

Monique D. Somers _____ DATE: 8/19/2024
Authorized Representative Signature

Monique Somers Owner/CEO
(Type) Name and Title

LEA
Local Educational Agency

_____ DATE: _____
Authorized Representative Signature

Marilyn Adrianzen, Chief Business Official
(Type) Name and Title

LEA Board Approval DATE: _____

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: September 12, 2024

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

FROM:
Special Education Department
Oscar Madera, Director

☐ Informational
☒ Action

AGENDA ITEM: SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT WITH AMN ALLIED SERVICES, LLC

BACKGROUND INFORMATION:
AMN Allied Services, LLC, a nonpublic agency approved by SELPA, will be providing licensed healthcare personnel to provide healthcare services, Speech Language Pathologist (SLP), Speech Language Pathologist Assistant (SLPa) and Behavior Intervention services 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: $94.26 per hour
SLPa: $70.24 per hour
RBT: 70.00 per hour

RECOMMENDATION:
Approve/Ratify the San Diego County Nonpublic Master Contract with AMN Allied Services, LLC for the school year 2024-25, to provide speech services for students with special needs. Cost implications will be paid from the Special Education fund.

LCAP GOAL AND ACTION/SERVICE:
Goal 1, Item 1.3: Provide certificated and classified staffing to support students, including teachers, site and district office staff, instructional aides, speech therapists, health care assistants, LVNs, behavioral specialists, and site and district administrators.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☒ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2024-2025 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

To be determined	Special Education
(Amount)	(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.*

TABLE OF CONTENTS

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

Index of Provisions

Contract Section		Page Number
SECTION 1: TERM		1
SECTION 2: CONTRACT DOCUMENTS		1
SECTION 3: SERVICES PROVIDED TO PUPILS		1
3.1	Individual Services Agreement	1
3.2	Interim Written Approval	1
3.3	Services to be Provided Under ISA or Interim Written Approval	1
3.4	Modifications to IEP/IFSP	2
3.5	Assessments and Evaluations	2
3.6	Transportation	2
3.7	Behavioral Intervention	2
3.8	Pupil Discipline	3
3.9	COVID-19 Quarantine of Pupils	3
SECTION 4: LEA OVERSIGHT		3
4.1	LEA Oversight	3
4.2	Annual Visit	3
4.3	Unannounced Visits	4
4.4	Evaluation of Pupil Progress	4
SECTION 5: NONPUBLIC CERTIFICATION		4
SECTION 6: PERSONNEL		4
6.1	Required Credentials, License and/or Other Qualifications	4
6.2	Verification of Credentials	5
6.3	Training	5
6.4	Staff to Pupil Ratios	5
6.5	Fingerprinting and Tuberculosis Testing	5
6.6	Acknowledgment of Mandated Reporter Obligations	5
SECTION 7: COMPENSATION		5
SECTION 8: BILLING AND PAYMENT		5
8.1	Invoices	5
8.2	Late Invoices	5
8.3	Payment	6
8.4	Late Payment	6
8.5	Right to Withhold	6
8.6	Calculation of Withholding	6
8.7	Opportunity to Cure	7
8.8	Services Provided Following Expiration of the Master Contract	7
8.9	Medi-Cal Reimbursement	7

SECTION 9: RECORDKEEPING AND REPORTING 7

9.1 Access to Pupil Records 7
9.2 Pupil Data Reporting 7
9.3 Pupil Injury Reporting 7
9.4 Annual Reporting 7
9.5 Transfer of Pupil Records Upon School Closure or Disenrollment 8
9.6 CONTRACTOR Reporting 8
9.7 Fiscal Records 8
9.8 Audit Exceptions 8
9.9 Confidentiality of Records 8

SECTION 10: MODIFICATIONS/AMENDMENTS 8

SECTION 11: TERMINATION 9

SECTION 12: RENEWAL 9

SECTION 13: COMPLIANCE WITH LAW 10

SECTION 14: NON-DISCRIMINATION STATEMENT 10

SECTION 15: INDEPENDENT CONTRACTOR STATUS 10

SECTION 16: STANDARD OF PERFORMANCE 10

SECTION 17: SUBCONTRACT AN ASSIGNMENT 10

SECTION 18: INDEMNIFICATION 10

SECTION 19: INSURANCE 11

SECTION 20: ENTIRE AGREEMENT 11

SECTION 21: SEVERABILITY 11

SECTION 22: VENUE AND GOVERNING LAW 12

SECTION 23: ELECTRONIC SIGNATURES 12

SECTION 24: NOTICES 12

SECTION 25: DISPUTE RESOLUTION 13

SECTION 26: SIGNATURES 14

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 AMN Allied Services, LLC ("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.

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.

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.

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.

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

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 10th 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 Contact 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.

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

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.

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 CONTACTOR 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

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.

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.

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).

Notices to the LEA:	Notices to the CONTRACTOR:
Marilyn Adrianzen, Chief Business Official Name/Title	Patrick O'Connor Name/Title
San Ysidro School District Local Education Agency	AMN Allied Services, LLC Nonpublic
4350 Otay Mesa Road Address	1240 High Bluff Drive, Suite 100 Address
San Ysidro CA 92173 City State Zip	San Diego CA 92130 City State Zip
(619) 428-4476 Phone	(845) 242-1137 Phone
(619) 428-9355 Facsimile	( ) Facsimile
marilyn.adrianzen@sysdschools.org Email Address	patrick.oconnor@amnhealthcare.com Email Address

SECTION 25: DISPUTE RESOLUTION

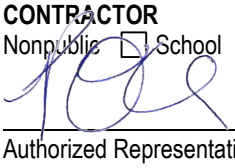
Disagreements concerning the meaning, requirements or performance of this contract shall first be brought to the attention of the other party in writing, pursuant to the notice provisions of this Master Contract, in an attempt to resolve the dispute at the lowest level. Any remaining disputes or disagreements 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.

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 July 1, 2024 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: 8/19/2024

Patrick O'Connor
(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:

2024-2025
Nonpublic
Master Contract

Appendix B: Agencies

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2024-2025

Index of Provisions

Contract Section — **Page Number**

SECTION 1: EDUCATIONAL PROGRAM

1.1 Admission/Enrollment Procedure 1
1.2 Supplies and Equipment 1
1.3 Calendar 1
1.4 Parent Visits/Communication 1
a. Visits 1
b. Communication 1
1.5 Ownership 2
1.6 Staff Absences 2

SECTION 2: ATTENDANCE 2

SECTION 3: SAFETY

3.1 Safe and Appropriate Environment 2

SECTION 4: FINANCIAL

4.1 Full-Time Equivalency Basis 3
4.2 Rate Schedule for Contract Year 3

SECTION 5: APPROVALS

Signature Page 6

NONPUBLIC MASTER CONTRACT
Appendix B: Agencies

SECTION 1: EDUCATIONAL PROGRAM

1.1 ADMISSION/ENROLLMENT PROCEDURES

Prior to the CONTRACTOR deciding whether or not to enroll a pupil, the LEA shall provide the CONTRACTOR a copy of the pupil's current IEP/IFSP, and facilitate an observation of the pupil, data gathering from the current or prior education providers, and any other reasonable information gathering CONTRACTOR wishes to undertake prior to making an enrollment decision. The CONTRACTOR retains the right to decline enrollment of any pupil and nothing in this contract shall be construed to limit this right.

If a pupil is being considered for enrollment, his or her IEP/IFSP shall be reviewed in collaboration with the LEA, the CONTRACTOR, parents, and other invited participants, as appropriate.

The CONTRACTOR shall notify the LEA of its decision to decline enrollment or the effective date of enrollment of the pupil in accordance with Section 24 (Notices) of this contract within ten (10) working days of receipt of the referral.

1.2 SUPPLIES AND EQUIPMENT

The CONTRACTOR shall be responsible for providing all standard and usual supplies and equipment required for the general program provided by the CONTRACTOR. If an individual pupil's IEP/IFSP requires specialized equipment and/or supplies beyond the CONTRACTOR'S general program, the LEA shall provide them unless otherwise specified in the Individual Services Agreement. The LEA shall provide the low incidence equipment assigned to the pupil through the IEP/IFSP unless 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 DIS and/or related services, the CONTRACTOR shall be responsible for providing usual and reasonable supplies and assessment tools necessary to implement the provision of services unless otherwise agreed in the Individual Services Agreement.

1.3 CALENDAR

The CONTRACTOR shall only provide designated instruction and services during the period of the pupil's regular or extended school year program, or both, at the location designated by the IEP, unless otherwise specified by the pupil's IEP/IFSP. The CONTRACTOR shall observe the following legal holidays including Independence Day, Veteran's Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King Jr. Day, President's Day, and Memorial Day, as specified in the CONTRACTOR'S official calendar. Make-up sessions may be scheduled for other days of school vacations.

1.4 PARENT VISITS/COMMUNICATION

a. The CONTRACTOR shall provide for reasonable parental visits to all of the agency facilities including, but not limited to, the instructional setting attended by pupils and recreational activity areas. The CONTRACTOR shall notify case manager or other authorized LEA representative of all planned parental visits, and provide opportunity for case manager or other LEA representative to attend visit. The CONTRACTOR shall use its good faith efforts to provide that parental visits are in agreement with a court order, if any.

b. All communication between the CONTRACTOR and Parent regarding programmatic decisions must include case manager or other authorized IEP team member, unless authorized by LEA representative or case manager, regarding program recommendations.

1.5 OWNERSHIP

All activity plans, token systems, reinforce systems or inventories, visual schedules, data, drills, progress reports, quarterly reports, behavior intervention plans, behavior support plans, behavior graphs, pupil assessment results, and program materials created specifically for individual pupils by the CONTRACTOR under this Master Contract shall be the joint property of the CONTRACTOR and LEA.

1.6 STAFF ABSENCES

When a provider is absent, CONTRACTOR shall provide appropriate coverage in accordance with EC section 56061. The CONTRACTOR shall provide the LEA the documentation of such coverage upon request. As appropriate, the CONTRACTOR and the LEA may make arrangements for make-up sessions, usually within thirty (30) days, at a mutually convenient time and location if appropriate staff is not available to provide coverage for staff absences.

The 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.

SECTION 2: ATTENDANCE

The CONTRACTOR shall keep original records of services provided to each pupil in a register, report or record with the pupil's absences clearly indicated. The CONTRACTOR shall file the signed copies of such service logs with monthly invoices to the LEA within thirty (30) days of the close of the school month. The documents and reports identified in this section shall be provided to LEA pursuant to the provisions in Section 24 (Notices) of the Nonpublic Master Contract. The CONTRACTOR is responsible for verifying accuracy of the service logs and for informing subcontractors of their personal responsibility for the completion and accuracy of said forms. A unit of service for payment purposes is one session as specified in the pupil's IEP/IFSP.

If a CONTRACTOR attempts to provide services for five (5) consecutive days or sessions, and the pupil is not available for the service, the CONTRACTOR may suspend the Individual Services Agreement and notify the LEA of the need to convene a meeting of the IEP/IFSP team to attempt to resolve the problem. If a pupil's absences exceed more than ten (10) unreimbursed days, the CONTRACTOR may notify the LEA of the intent to terminate the Individual Services Agreement and if it does, at the same time it shall request an IEP/IFSP meeting. Said notice shall be provided pursuant to Section 24 (Notices) of this contract. Upon receipt of this request, the LEA shall convene an IEP/IFSP meeting as soon as possible to review the placement, modify the IEP/IFSP if appropriate, or determine another appropriate placement option for the pupil.

SECTION 3: SAFETY

3.1 SAFE AND APPROPRIATE ENVIRONMENT

If nonpublic agency services are not provided on a school site, the CONTRACTOR shall be responsible for providing facilities in which it provides the services agreed to in the Individual Services Agreement, unless there is written agreement to the contrary. 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. If services are provided at a school site, the CONTRACTOR shall participate in the regularly scheduled fire, earthquake, and disaster drills as appropriate.

When the IEP specifies that NPA services are to be provided in the pupil's home, the parent/guardian or another adult caregiver designated by the parent shall be present in the home while the services are delivered.

SECTION 4: FINANCIAL

4.1 FULL-TIME EQUIVALENCY BASIS

Notwithstanding the requirements of Section 3.1 (Individual Services Agreement) of the Master Contract, when the CONTRACTOR provides services on a full-time equivalency basis (as opposed to a per pupil basis), the LEA shall maintain a list or lists of individual pupils that CONTRACTOR serves on this basis.

4.2 RATE SCHEDULE FOR CONTRACT YEAR

CONTRACTOR: AMN Allied Services, LLC

CONTRACTOR NPA ID NUMBER: 9901690

Education service(s) offered by the CONTRACTOR, and the charges for such service(s) during the term of this contract, shall be as follows:

RELATED SERVICES	RATE	PERIOD
Intensive Individual Services (340)		
Individual and Small Group Instruction (Ages 3-5 only) (350)		
Language and Speech (415)	$94.26	hour
Language and Speech (415) - Licensed SLP-A	$70.27	hour
Language and Speech (415) – Speech Therapy Aide		
Adapted Physical Education (425)		
Health and Nursing: Specialized Physical Health Care LVN (435)		
Health and Nursing: Specialized Physical Health Care RN (435)		
Health and Nursing: Specialized Physical Health Care CRN (435)		
Health and Nursing: Other Services LVN (436)		
Health and Nursing: Other Services RN (436)		
Health and Nursing: Other Services CRN (436)		
Health and Nursing: Other Services Health Aide/CNA (436)		
Assistive Technology Services – Credentialed (445)		
Assistive Technology Services - Classified (445)		
Occupational Therapy (450)		
Occupational Therapy (450) – Certified OT Assistant		
Physical Therapy (460)		
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		
Behavior Intervention Services (535) – BI Implementation		
Behavior Intervention Services (535) – BII (AIDE)		
Behavior Intervention Services (535) – BII (RBT)	$70.00	hour
Specialized Services for Low Incidence Disabilities (610)		
Specialized Deaf and Hard of Hearing (710)		
Interpreter Services (715)		
Interpreter Services Shift Differential (715)		
Audiological Services (720)		
Specialized Vision Services (725)		
Orientation and Mobility (730)		
Braille Transcription (735)		
Specialized Orthopedic Services (740)		
Reader Services (745)		
Recreation Services, Including Therapeutic (760)		
College Awareness Preparation (820)		
Vocational Assessment, Counseling/Guidance Assessment (830)		
Career Awareness (840)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		
Agency Linkages (referral and placement) (865)		

Travel Training (870)			
Other Transition Services (890)			
Other 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.

SECTION 5: APPROVALS

CONTRACTOR
Nonpublic Agency

Authorized Representative Signature DATE: 8/19/2024

Patrick O'Connor
(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:

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: September 12, 2024

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

FROM:
Special Education Department
Oscar Madera, Director

☐ Informational
☒ Action

AGENDA ITEM: SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT WITH SUNBELT STAFFING, LLC

BACKGROUND INFORMATION:
Sunbelt Staffing, LLC a nonpublic agency, approved by SELPA, will be providing licensed health care personnel to provide healthcare services, Speech Language Pathologist (SLP), Speech Language Pathologist Assistant (SLPA) and Behavior Intervention services 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: $94.26 per hour
SLPA: $70.00 per hour
Psychological Services: $94.26 per hour
Behavior Intervention Services Aide: $30.00 per hour
Registered Behavior Technician: $62.00 per hour
Behavior Intervention Services (BCBA): $85.00 per hour

RECOMMENDATION:
Approve/Ratify the San Diego County Nonpublic Master Contract with Sunbelt Staffing, LLC to provide several special education services for students with special needs during school year 2024-2025. Cost implications will be paid from the Special Education Fund.

LCAP GOAL AND ACTION/SERVICE:
Goal 1, Action # 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	

To be determined	Special Education
(Amount)	(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.*

TABLE OF CONTENTS

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

Index of Provisions

Contract Section		Page Number
SECTION 1: TERM		1
SECTION 2: CONTRACT DOCUMENTS		1
SECTION 3: SERVICES PROVIDED TO PUPILS		1
3.1	Individual Services Agreement	1
3.2	Interim Written Approval	1
3.3	Services to be Provided Under ISA or Interim Written Approval	1
3.4	Modifications to IEP/IFSP	2
3.5	Assessments and Evaluations	2
3.6	Transportation	2
3.7	Behavioral Intervention	2
3.8	Pupil Discipline	3
3.9	COVID-19 Quarantine of Pupils	3
SECTION 4: LEA OVERSIGHT		3
4.1	LEA Oversight	3
4.2	Annual Visit	3
4.3	Unannounced Visits	4
4.4	Evaluation of Pupil Progress	4
SECTION 5: NONPUBLIC CERTIFICATION		4
SECTION 6: PERSONNEL		4
6.1	Required Credentials, License and/or Other Qualifications	4
6.2	Verification of Credentials	5
6.3	Training	5
6.4	Staff to Pupil Ratios	5
6.5	Fingerprinting and Tuberculosis Testing	5
6.6	Acknowledgment of Mandated Reporter Obligations	5
SECTION 7: COMPENSATION		5
SECTION 8: BILLING AND PAYMENT		5
8.1	Invoices	5
8.2	Late Invoices	5
8.3	Payment	6
8.4	Late Payment	6
8.5	Right to Withhold	6
8.6	Calculation of Withholding	6
8.7	Opportunity to Cure	7
8.8	Services Provided Following Expiration of the Master Contract	7
8.9	Medi-Cal Reimbursement	7

SECTION 9: RECORDKEEPING AND REPORTING 7

9.1 Access to Pupil Records 7
9.2 Pupil Data Reporting 7
9.3 Pupil Injury Reporting 7
9.4 Annual Reporting 7
9.5 Transfer of Pupil Records Upon School Closure or Disenrollment 8
9.6 CONTRACTOR Reporting 8
9.7 Fiscal Records 8
9.8 Audit Exceptions 8
9.9 Confidentiality of Records 8

SECTION 10: MODIFICATIONS/AMENDMENTS 8

SECTION 11: TERMINATION 9

SECTION 12: RENEWAL 9

SECTION 13: COMPLIANCE WITH LAW 10

SECTION 14: NON-DISCRIMINATION STATEMENT 10

SECTION 15: INDEPENDENT CONTRACTOR STATUS 10

SECTION 16: STANDARD OF PERFORMANCE 10

SECTION 17: SUBCONTRACT AN ASSIGNMENT 10

SECTION 18: INDEMNIFICATION 10

SECTION 19: INSURANCE 11

SECTION 20: ENTIRE AGREEMENT 11

SECTION 21: SEVERABILITY 11

SECTION 22: VENUE AND GOVERNING LAW 12

SECTION 23: ELECTRONIC SIGNATURES 12

SECTION 24: NOTICES 12

SECTION 25: DISPUTE RESOLUTION 13

SECTION 26: SIGNATURES 14

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 Sunbelt Staffing, LLC ("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.

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.

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.

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.

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

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 10th 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 Contact 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.

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

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.

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 CONTACTOR 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

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.

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.

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).

Notices to the LEA:	Notices to the CONTRACTOR:
Marilyn Adrianzen, Chief Business Official Name/Title	Stuart Maness Name/Title
San Ysidro School District Local Education Agency	Sunbelt Staffing, LLC Nonpublic
4350 Otay Mesa Road Address	344 E H Street, Suite 1402-3 Address
San Ysidro CA 92173 City State Zip	Chula Vista CA 91910 City State Zip
(619) 428-4476 Phone	(813) 471 - 0167 Phone
(619) 428-9355 Facsimile	( ) Facsimile
marilyn.adrianzen@sysdschools.org Email Address	stuart.maness@sunbeltstaffing.com 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.

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 July 1, 2024 and terminates at 5:00 p.m. on June 30, 2025 unless sooner terminated as provided herein.

CONTRACTOR
Nonpublic ☐ School ☒ Agency

Sunbelt Staffing, LLC

Stuart Maness

Stuart Maness
Managing Director
August 20, 2024 14:43 UTC
IP: 38.140.226.242

LEA
Local Educational Agency

_____ DATE: _____
Authorized Representative Signature

Marilyn Adrianzen, Chief Business Official
(Type) Name and Title

LEA Board Approval DATE: _____

2024-2025
Nonpublic
Master Contract

Appendix B: Agencies

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2024-2025

Index of Provisions

Contract Section — **Page Number**

SECTION 1: EDUCATIONAL PROGRAM

1.1 Admission/Enrollment Procedure 1
1.2 Supplies and Equipment 1
1.3 Calendar 1
1.4 Parent Visits/Communication 1
a. Visits 1
b. Communication 1
1.5 Ownership 2
1.6 Staff Absences 2

SECTION 2: ATTENDANCE 2

SECTION 3: SAFETY

3.1 Safe and Appropriate Environment 2

SECTION 4: FINANCIAL

4.1 Full-Time Equivalency Basis 3
4.2 Rate Schedule for Contract Year 3

SECTION 5: APPROVALS

Signature Page 6

NONPUBLIC MASTER CONTRACT
Appendix B: Agencies

SECTION 1: EDUCATIONAL PROGRAM

1.1 ADMISSION/ENROLLMENT PROCEDURES

Prior to the CONTRACTOR deciding whether or not to enroll a pupil, the LEA shall provide the CONTRACTOR a copy of the pupil's current IEP/IFSP, and facilitate an observation of the pupil, data gathering from the current or prior education providers, and any other reasonable information gathering CONTRACTOR wishes to undertake prior to making an enrollment decision. The CONTRACTOR retains the right to decline enrollment of any pupil and nothing in this contract shall be construed to limit this right.

If a pupil is being considered for enrollment, his or her IEP/IFSP shall be reviewed in collaboration with the LEA, the CONTRACTOR, parents, and other invited participants, as appropriate.

The CONTRACTOR shall notify the LEA of its decision to decline enrollment or the effective date of enrollment of the pupil in accordance with Section 24 (Notices) of this contract within ten (10) working days of receipt of the referral.

1.2 SUPPLIES AND EQUIPMENT

The CONTRACTOR shall be responsible for providing all standard and usual supplies and equipment required for the general program provided by the CONTRACTOR. If an individual pupil's IEP/IFSP requires specialized equipment and/or supplies beyond the CONTRACTOR'S general program, the LEA shall provide them unless otherwise specified in the Individual Services Agreement. The LEA shall provide the low incidence equipment assigned to the pupil through the IEP/IFSP unless 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 DIS and/or related services, the CONTRACTOR shall be responsible for providing usual and reasonable supplies and assessment tools necessary to implement the provision of services unless otherwise agreed in the Individual Services Agreement.

1.3 CALENDAR

The CONTRACTOR shall only provide designated instruction and services during the period of the pupil's regular or extended school year program, or both, at the location designated by the IEP, unless otherwise specified by the pupil's IEP/IFSP. The CONTRACTOR shall observe the following legal holidays including Independence Day, Veteran's Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King Jr. Day, President's Day, and Memorial Day, as specified in the CONTRACTOR'S official calendar. Make-up sessions may be scheduled for other days of school vacations.

1.4 PARENT VISITS/COMMUNICATION

a. The CONTRACTOR shall provide for reasonable parental visits to all of the agency facilities including, but not limited to, the instructional setting attended by pupils and recreational activity areas. The CONTRACTOR shall notify case manager or other authorized LEA representative of all planned parental visits, and provide opportunity for case manager or other LEA representative to attend visit. The CONTRACTOR shall use its good faith efforts to provide that parental visits are in agreement with a court order, if any.

b. All communication between the CONTRACTOR and Parent regarding programmatic decisions must include case manager or other authorized IEP team member, unless authorized by LEA representative or case manager, regarding program recommendations.

1.5 OWNERSHIP

All activity plans, token systems, reinforce systems or inventories, visual schedules, data, drills, progress reports, quarterly reports, behavior intervention plans, behavior support plans, behavior graphs, pupil assessment results, and program materials created specifically for individual pupils by the CONTRACTOR under this Master Contract shall be the joint property of the CONTRACTOR and LEA.

1.6 STAFF ABSENCES

When a provider is absent, CONTRACTOR shall provide appropriate coverage in accordance with EC section 56061. The CONTRACTOR shall provide the LEA the documentation of such coverage upon request. As appropriate, the CONTRACTOR and the LEA may make arrangements for make-up sessions, usually within thirty (30) days, at a mutually convenient time and location if appropriate staff is not available to provide coverage for staff absences.

The 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.

SECTION 2: ATTENDANCE

The CONTRACTOR shall keep original records of services provided to each pupil in a register, report or record with the pupil's absences clearly indicated. The CONTRACTOR shall file the signed copies of such service logs with monthly invoices to the LEA within thirty (30) days of the close of the school month. The documents and reports identified in this section shall be provided to LEA pursuant to the provisions in Section 24 (Notices) of the Nonpublic Master Contract. The CONTRACTOR is responsible for verifying accuracy of the service logs and for informing subcontractors of their personal responsibility for the completion and accuracy of said forms. A unit of service for payment purposes is one session as specified in the pupil's IEP/IFSP.

If a CONTRACTOR attempts to provide services for five (5) consecutive days or sessions, and the pupil is not available for the service, the CONTRACTOR may suspend the Individual Services Agreement and notify the LEA of the need to convene a meeting of the IEP/IFSP team to attempt to resolve the problem. If a pupil's absences exceed more than ten (10) unreimbursed days, the CONTRACTOR may notify the LEA of the intent to terminate the Individual Services Agreement and if it does, at the same time it shall request an IEP/IFSP meeting. Said notice shall be provided pursuant to Section 24 (Notices) of this contract. Upon receipt of this request, the LEA shall convene an IEP/IFSP meeting as soon as possible to review the placement, modify the IEP/IFSP if appropriate, or determine another appropriate placement option for the pupil.

SECTION 3: SAFETY

3.1 SAFE AND APPROPRIATE ENVIRONMENT

If nonpublic agency services are not provided on a school site, the CONTRACTOR shall be responsible for providing facilities in which it provides the services agreed to in the Individual Services Agreement, unless there is written agreement to the contrary. 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. If services are provided at a school site, the CONTRACTOR shall participate in the regularly scheduled fire, earthquake, and disaster drills as appropriate.

When the IEP specifies that NPA services are to be provided in the pupil's home, the parent/guardian or another adult caregiver designated by the parent shall be present in the home while the services are delivered.

SECTION 4: FINANCIAL

4.1 FULL-TIME EQUIVALENCY BASIS

Notwithstanding the requirements of Section 3.1 (Individual Services Agreement) of the Master Contract, when the CONTRACTOR provides services on a full-time equivalency basis (as opposed to a per pupil basis), the LEA shall maintain a list or lists of individual pupils that CONTRACTOR serves on this basis.

4.2 RATE SCHEDULE FOR CONTRACT YEAR

CONTRACTOR: Sunbelt Staffing, LLC

CONTRACTOR NPA ID NUMBER: 9900161

Education service(s) offered by the CONTRACTOR, and the charges for such service(s) during the term of this contract, shall be as follows:

RELATED SERVICES	RATE	PERIOD
Intensive Individual Services (340)		
Individual and Small Group Instruction (Ages 3-5 only) (350)		
Language and Speech (415)	$94.26	hour
Language and Speech (415) - Licensed SLP-A	$70.00	hour
Language and Speech (415) – Speech Therapy Aide		
Adapted Physical Education (425)		
Health and Nursing: Specialized Physical Health Care LVN (435)		
Health and Nursing: Specialized Physical Health Care RN (435)		
Health and Nursing: Specialized Physical Health Care CRN (435)		
Health and Nursing: Other Services LVN (436)		
Health and Nursing: Other Services RN (436)		
Health and Nursing: Other Services CRN (436)		
Health and Nursing: Other Services Health Aide/CNA (436)		
Assistive Technology Services – Credentialed (445)		
Assistive Technology Services - Classified (445)		
Occupational Therapy (450)		
Occupational Therapy (450) – Certified OT Assistant		
Physical Therapy (460)		
Physical Therapy – Licensed PT Assistant (460)		

Individual Counseling (510)		
Counseling and Guidance (515)		
Parent Counseling (520)		
Social Work Services (525)		
Psychological Services (530)	$94.26	hour
Behavior Intervention Services (535) – BI Design	$85.00	hour
Behavior Intervention Services (535) – BI Implementation	$68.57	hour
Behavior Intervention Services (535) – BII (AIDE)	$30.00	hour
Behavior Intervention Services (535) – BII (RBT)	$62.00	hour
Specialized Services for Low Incidence Disabilities (610)		
Specialized Deaf and Hard of Hearing (710)		
Interpreter Services (715)		
Interpreter Services Shift Differential (715)		
Audiological Services (720)		
Specialized Vision Services (725)		
Orientation and Mobility (730)		
Braille Transcription (735)		
Specialized Orthopedic Services (740)		
Reader Services (745)		
Recreation Services, Including Therapeutic (760)		
College Awareness Preparation (820)		
Vocational Assessment, Counseling/Guidance Assessment (830)		
Career Awareness (840)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		
Agency Linkages (referral and placement) (865)		

Travel Training (870)		
Other Transition Services (890)		
Other 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.

SECTION 5: APPROVALS

CONTRACTOR
Nonpublic Agency
Sunbelt Staffing, LLC

Stuart Maness

Stuart Maness
Managing Director
August 27, 2024 13:11 UTC
IP: 38.140.226.242

LEA
Local Educational Agency

_____ DATE: _____
Authorized Representative Signature

Marilyn Adrianzen, Chief Business Official
(Type) Name and Title

LEA Board Approval DATE: _____

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: September 12, 2024

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

FROM:
Special Education Department
Oscar Madera, Director

☐ Informational
☒ Action

AGENDA ITEM: SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT WITH THE SPEECH PATHOLOGY GROUP, INC DBA SPG THERAPY & EDUCATION

BACKGROUND INFORMATION:
The Speech Pathology Group, Inc., a non-public agency, approved by SELPA will be providing licensed Speech Language Pathologist (SLP) and Speech Language Pathologist Assistant (SLPa) services to a growing population of students with special needs in the district as indicated in their Individual Education Program (IEP), and to meet the State and Federal guidelines and compliance

Cost Implications:
SLP: $93.79/hr
SLPa: $70.31/hr

RECOMMENDATION:
Approve/Ratify the San Diego County Nonpublic Agency Master Contract with The Speech Pathology Group, Inc. for the school year 2024-2025 to provide speech services to students with special needs. Cost implications will be paid from the Special Education fund.

LCAP GOAL AND ACTION/SERVICE:
Goal 1: Student Achievement, Action 1.3: Provide certificated and classified staffing to support students, including teachers, site and district office staff, instructional aides, speech therapists, health care assistants, LVNs, behavioral specialists, and site and district administrators.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☒ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2024-2025 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

TBD	Special Education
(Amount)	(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.*

TABLE OF CONTENTS

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

San Diego County Nonpublic Master Contract
Main Document

2024-2025

Index of Provisions

Contract Section		Page Number
SECTION 1: TERM		1
SECTION 2: CONTRACT DOCUMENTS		1
SECTION 3: SERVICES PROVIDED TO PUPILS		1
3.1	Individual Services Agreement	1
3.2	Interim Written Approval	1
3.3	Services to be Provided Under ISA or Interim Written Approval	1
3.4	Modifications to IEP/IFSP	2
3.5	Assessments and Evaluations	2
3.6	Transportation	2
3.7	Behavioral Intervention	2
3.8	Pupil Discipline	3
3.9	COVID-19 Quarantine of Pupils	3
SECTION 4: LEA OVERSIGHT		3
4.1	LEA Oversight	3
4.2	Annual Visit	3
4.3	Unannounced Visits	4
4.4	Evaluation of Pupil Progress	4
SECTION 5: NONPUBLIC CERTIFICATION		4
SECTION 6: PERSONNEL		4
6.1	Required Credentials, License and/or Other Qualifications	4
6.2	Verification of Credentials	5
6.3	Training	5
6.4	Staff to Pupil Ratios	5
6.5	Fingerprinting and Tuberculosis Testing	5
6.6	Acknowledgment of Mandated Reporter Obligations	5
SECTION 7: COMPENSATION		5
SECTION 8: BILLING AND PAYMENT		5
8.1	Invoices	5
8.2	Late Invoices	5
8.3	Payment	6
8.4	Late Payment	6
8.5	Right to Withhold	6
8.6	Calculation of Withholding	6
8.7	Opportunity to Cure	7
8.8	Services Provided Following Expiration of the Master Contract	7
8.9	Medi-Cal Reimbursement	7

SECTION 9: RECORDKEEPING AND REPORTING 7

9.1 Access to Pupil Records 7
9.2 Pupil Data Reporting 7
9.3 Pupil Injury Reporting 7
9.4 Annual Reporting 7
9.5 Transfer of Pupil Records Upon School Closure or Disenrollment 8
9.6 CONTRACTOR Reporting 8
9.7 Fiscal Records 8
9.8 Audit Exceptions 8
9.9 Confidentiality of Records 8

SECTION 10: MODIFICATIONS/AMENDMENTS 8

SECTION 11: TERMINATION 9

SECTION 12: RENEWAL 9

SECTION 13: COMPLIANCE WITH LAW 10

SECTION 14: NON-DISCRIMINATION STATEMENT 10

SECTION 15: INDEPENDENT CONTRACTOR STATUS 10

SECTION 16: STANDARD OF PERFORMANCE 10

SECTION 17: SUBCONTRACT AN ASSIGNMENT 10

SECTION 18: INDEMNIFICATION 10

SECTION 19: INSURANCE 11

SECTION 20: ENTIRE AGREEMENT 11

SECTION 21: SEVERABILITY 11

SECTION 22: VENUE AND GOVERNING LAW 12

SECTION 23: ELECTRONIC SIGNATURES 12

SECTION 24: NOTICES 12

SECTION 25: DISPUTE RESOLUTION 13

SECTION 26: SIGNATURES 14

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 Speech Pathology Group, Inc. dba SPG Therapy & Education ("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.

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.

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.

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.

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

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 10th 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 Contact 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.

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

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.

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 CONTACTOR 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

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.

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.

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).

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:

~~Kam Prakash~~ Susan Stark - President
Name/Title

The Speech Pathology Group, Inc. dba SPG Therapy & Education
Nonpublic

2021 Ygnacio Valley Road C-103
Address

Walnut Creek	CA	94598
City	State	Zip

(925) 464 - 1290
Phone

( )
Facsimile

contracts@spgtherapy.com
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.

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 July 1, 2024 and terminates at 5:00 p.m. on June 30, 2025 unless sooner terminated as provided herein.

CONTRACTOR
Nonpublic ☐ School ☒ Agency

Susan Stark
Authorized Representative Signature

DATE: 8/21/24

~~Kam Prakash~~ Susan Stark - President
(Type) Name and Title

R.O

LEA
Local Educational Agency

Authorized Representative Signature

DATE:

Marilyn Adrianzen, Chief Business Official
(Type) Name and Title

LEA Board Approval

DATE:

2024-2025
Nonpublic
Master Contract

Appendix B: Agencies

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2024-2025

Index of Provisions

Contract Section **Page Number**

SECTION 1: EDUCATIONAL PROGRAM

1.1 Admission/Enrollment Procedure 1
1.2 Supplies and Equipment 1
1.3 Calendar 1
1.4 Parent Visits/Communication 1
a. Visits 1
b. Communication 1
1.5 Ownership 2
1.6 Staff Absences 2

SECTION 2: ATTENDANCE 2

SECTION 3: SAFETY

3.1 Safe and Appropriate Environment 2

SECTION 4: FINANCIAL

4.1 Full-Time Equivalency Basis 3
4.2 Rate Schedule for Contract Year 3

SECTION 5: APPROVALS

Signature Page 6

NONPUBLIC MASTER CONTRACT
Appendix B: Agencies

SECTION 1: EDUCATIONAL PROGRAM

1.1 ADMISSION/ENROLLMENT PROCEDURES

Prior to the CONTRACTOR deciding whether or not to enroll a pupil, the LEA shall provide the CONTRACTOR a copy of the pupil's current IEP/IFSP, and facilitate an observation of the pupil, data gathering from the current or prior education providers, and any other reasonable information gathering CONTRACTOR wishes to undertake prior to making an enrollment decision. The CONTRACTOR retains the right to decline enrollment of any pupil and nothing in this contract shall be construed to limit this right.

If a pupil is being considered for enrollment, his or her IEP/IFSP shall be reviewed in collaboration with the LEA, the CONTRACTOR, parents, and other invited participants, as appropriate.

The CONTRACTOR shall notify the LEA of its decision to decline enrollment or the effective date of enrollment of the pupil in accordance with Section 24 (Notices) of this contract within ten (10) working days of receipt of the referral.

1.2 SUPPLIES AND EQUIPMENT

The CONTRACTOR shall be responsible for providing all standard and usual supplies and equipment required for the general program provided by the CONTRACTOR. If an individual pupil's IEP/IFSP requires specialized equipment and/or supplies beyond the CONTRACTOR'S general program, the LEA shall provide them unless otherwise specified in the Individual Services Agreement. The LEA shall provide the low incidence equipment assigned to the pupil through the IEP/IFSP unless 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 DIS and/or related services, the CONTRACTOR shall be responsible for providing usual and reasonable supplies and assessment tools necessary to implement the provision of services unless otherwise agreed in the Individual Services Agreement.

1.3 CALENDAR

The CONTRACTOR shall only provide designated instruction and services during the period of the pupil's regular or extended school year program, or both, at the location designated by the IEP, unless otherwise specified by the pupil's IEP/IFSP. The CONTRACTOR shall observe the following legal holidays including Independence Day, Veteran's Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King Jr. Day, President's Day, and Memorial Day, as specified in the CONTRACTOR'S official calendar. Make-up sessions may be scheduled for other days of school vacations.

1.4 PARENT VISITS/COMMUNICATION

a. The CONTRACTOR shall provide for reasonable parental visits to all of the agency facilities including, but not limited to, the instructional setting attended by pupils and recreational activity areas. The CONTRACTOR shall notify case manager or other authorized LEA representative of all planned parental visits, and provide opportunity for case manager or other LEA representative to attend visit. The CONTRACTOR shall use its good faith efforts to provide that parental visits are in agreement with a court order, if any.

b. All communication between the CONTRACTOR and Parent regarding programmatic decisions must include case manager or other authorized IEP team member, unless authorized by LEA representative or case manager, regarding program recommendations.

1.5 OWNERSHIP

All activity plans, token systems, reinforce systems or inventories, visual schedules, data, drills, progress reports, quarterly reports, behavior intervention plans, behavior support plans, behavior graphs, pupil assessment results, and program materials created specifically for individual pupils by the CONTRACTOR under this Master Contract shall be the joint property of the CONTRACTOR and LEA.

1.6 STAFF ABSENCES

When a provider is absent, CONTRACTOR shall provide appropriate coverage in accordance with EC section 56061. The CONTRACTOR shall provide the LEA the documentation of such coverage upon request. As appropriate, the CONTRACTOR and the LEA may make arrangements for make-up sessions, usually within thirty (30) days, at a mutually convenient time and location if appropriate staff is not available to provide coverage for staff absences.

The 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.

SECTION 2: ATTENDANCE

The CONTRACTOR shall keep original records of services provided to each pupil in a register, report or record with the pupil's absences clearly indicated. The CONTRACTOR shall file the signed copies of such service logs with monthly invoices to the LEA within thirty (30) days of the close of the school month. The documents and reports identified in this section shall be provided to LEA pursuant to the provisions in Section 24 (Notices) of the Nonpublic Master Contract. The CONTRACTOR is responsible for verifying accuracy of the service logs and for informing subcontractors of their personal responsibility for the completion and accuracy of said forms. A unit of service for payment purposes is one session as specified in the pupil's IEP/IFSP.

If a CONTRACTOR attempts to provide services for five (5) consecutive days or sessions, and the pupil is not available for the service, the CONTRACTOR may suspend the Individual Services Agreement and notify the LEA of the need to convene a meeting of the IEP/IFSP team to attempt to resolve the problem. If a pupil's absences exceed more than ten (10) unreimbursed days, the CONTRACTOR may notify the LEA of the intent to terminate the Individual Services Agreement and if it does, at the same time it shall request an IEP/IFSP meeting. Said notice shall be provided pursuant to Section 24 (Notices) of this contract. Upon receipt of this request, the LEA shall convene an IEP/IFSP meeting as soon as possible to review the placement, modify the IEP/IFSP if appropriate, or determine another appropriate placement option for the pupil.

SECTION 3: SAFETY

3.1 SAFE AND APPROPRIATE ENVIRONMENT

If nonpublic agency services are not provided on a school site, the CONTRACTOR shall be responsible for providing facilities in which it provides the services agreed to in the Individual Services Agreement, unless there is written agreement to the contrary. 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. If services are provided at a school site, the CONTRACTOR shall participate in the regularly scheduled fire, earthquake, and disaster drills as appropriate.

When the IEP specifies that NPA services are to be provided in the pupil's home, the parent/guardian or another adult caregiver designated by the parent shall be present in the home while the services are delivered.

SECTION 4: FINANCIAL

4.1 FULL-TIME EQUIVALENCY BASIS

Notwithstanding the requirements of Section 3.1 (Individual Services Agreement) of the Master Contract, when the CONTRACTOR provides services on a full-time equivalency basis (as opposed to a per pupil basis), the LEA shall maintain a list or lists of individual pupils that CONTRACTOR serves on this basis.

4.2 RATE SCHEDULE FOR CONTRACT YEAR

CONTRACTOR: The Speech Pathology Group, Inc. dba SPG Therapy & Education

CONTRACTOR NPA ID NUMBER: 9900164

Education service(s) offered by the CONTRACTOR, and the charges for such service(s) during the term of this contract, shall be as follows:

RELATED SERVICES	RATE	PERIOD
Intensive Individual Services (340)		
Individual and Small Group Instruction (Ages 3-5 only) (350)		
Language and Speech (415)	$93.79	hour
Language and Speech (415) - Licensed SLP-A	$70.31	hour
Language and Speech (415) – Speech Therapy Aide		
Adapted Physical Education (425)		
Health and Nursing: Specialized Physical Health Care LVN (435)		
Health and Nursing: Specialized Physical Health Care RN (435)		
Health and Nursing: Specialized Physical Health Care CRN (435)		
Health and Nursing: Other Services LVN (436)		
Health and Nursing: Other Services RN (436)		
Health and Nursing: Other Services CRN (436)		
Health and Nursing: Other Services Health Aide/CNA (436)		
Assistive Technology Services – Credentialed (445)		
Assistive Technology Services - Classified (445)		
Occupational Therapy (450)		
Occupational Therapy (450) – Certified OT Assistant		
Physical Therapy (460)		
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		
Behavior Intervention Services (535) – BI Implementation		
Behavior Intervention Services (535) – BII (AIDE)		
Behavior Intervention Services (535) – BII (RBT)	$70.24	hour
Specialized Services for Low Incidence Disabilities (610)		
Specialized Deaf and Hard of Hearing (710)		
Interpreter Services (715)		
Interpreter Services Shift Differential (715)		
Audiological Services (720)		
Specialized Vision Services (725)		
Orientation and Mobility (730)		
Braille Transcription (735)		
Specialized Orthopedic Services (740)		
Reader Services (745)		
Recreation Services, Including Therapeutic (760)		
College Awareness Preparation (820)		
Vocational Assessment, Counseling/Guidance Assessment (830)		
Career Awareness (840)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		
Agency Linkages (referral and placement) (865)		

Travel Training (870)			
Other Transition Services (890)			
Other 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.

SECTION 5: APPROVALS

CONTRACTOR
Nonpublic Agency

Susan Stark
Authorized Representative Signature

DATE: 8/21/24

~~Kam Prakash~~ Susan Stark - President
(Type) Name and Title

R.O

LEA
Local Educational Agency

Authorized Representative Signature

DATE: _____

Marilyn Adrianzen, Chief Business Official
(Type) Name and Title

LEA Board Approval

DATE: _____

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: September 12, 2024

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

FROM:
Special Education Department
Oscar Madera, Director

☐ Informational
☒ Action

AGENDA ITEM: SAN DIEGO COUNTY NONPUBLIC AGENCY MASTER CONTRACT WITH THE STEPPING STONES GROUP, LLC

BACKGROUND INFORMATION:
The Stepping Stones Group, LLC a nonpublic agency, approved by SELPA, will be providing licensed health care personnel to provide healthcare services, Speech Language Pathologist (SLP), and Behavior Intervention services to a growing population of students with special needs in the distri
ct as indicated in their Individualized Education Program (IEP), and to meet the State and Federal guidelines and compliance.

Cost Implications: LVN: $49.87 per hour
Health Aide/CNA: $32.65 per hour
SLP: $94.00 per hour
SLPA: S69.00 per hour
Behavior Intervention Services (BT): $31.80 per hour
Registered Behavior Technician: $66.00 per hour

RECOMMENDATION:
Approve/Ratify the San Diego County Nonpublic Agency Master Contract with The Stepping Stones Group for school year 2024-2025 to provide several special education services. Cost implications will be paid from the Special Education fund.

LCAP GOAL AND ACTION/SERVICE:
Goal 1: Student Achievement, Action 1.3: Provide certificated and classified staffing to support students, including teachers, site and district office staff, instructional aides, speech therapists, health care assistants, LVNs, behavioral specialists, and site and district administrators.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☒ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2024-2025 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

TBD	Special Education
(Amount)	(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

TABLE OF CONTENTS

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

Index of Provisions

Contract Section		Page Number
SECTION 1: TERM		1
SECTION 2: CONTRACT DOCUMENTS		1
SECTION 3: SERVICES PROVIDED TO PUPILS		1
3.1	Individual Services Agreement	1
3.2	Interim Written Approval	1
3.3	Services to be Provided Under ISA or Interim Written Approval	1
3.4	Modifications to IEP/IFSP	2
3.5	Assessments and Evaluations	2
3.6	Transportation	2
3.7	Behavioral Intervention	2
3.8	Pupil Discipline	3
3.9	COVID-19 Quarantine of Pupils	3
SECTION 4: LEA OVERSIGHT		3
4.1	LEA Oversight	3
4.2	Annual Visit	3
4.3	Unannounced Visits	4
4.4	Evaluation of Pupil Progress	4
SECTION 5: NONPUBLIC CERTIFICATION		4
SECTION 6: PERSONNEL		4
6.1	Required Credentials, License and/or Other Qualifications	4
6.2	Verification of Credentials	5
6.3	Training	5
6.4	Staff to Pupil Ratios	5
6.5	Fingerprinting and Tuberculosis Testing	5
6.6	Acknowledgment of Mandated Reporter Obligations	5
SECTION 7: COMPENSATION		5
SECTION 8: BILLING AND PAYMENT		5
8.1	Invoices	5
8.2	Late Invoices	5
8.3	Payment	6
8.4	Late Payment	6
8.5	Right to Withhold	6
8.6	Calculation of Withholding	6
8.7	Opportunity to Cure	7
8.8	Services Provided Following Expiration of the Master Contract	7
8.9	Medi-Cal Reimbursement	7

SECTION 9: RECORDKEEPING AND REPORTING 7

9.1 Access to Pupil Records 7
9.2 Pupil Data Reporting 7
9.3 Pupil Injury Reporting 7
9.4 Annual Reporting 7
9.5 Transfer of Pupil Records Upon School Closure or Disenrollment 8
9.6 CONTRACTOR Reporting 8
9.7 Fiscal Records 8
9.8 Audit Exceptions 8
9.9 Confidentiality of Records 8

SECTION 10: MODIFICATIONS/AMENDMENTS 8

SECTION 11: TERMINATION 9

SECTION 12: RENEWAL 9

SECTION 13: COMPLIANCE WITH LAW 10

SECTION 14: NON-DISCRIMINATION STATEMENT 10

SECTION 15: INDEPENDENT CONTRACTOR STATUS 10

SECTION 16: STANDARD OF PERFORMANCE 10

SECTION 17: SUBCONTRACT AN ASSIGNMENT 10

SECTION 18: INDEMNIFICATION 10

SECTION 19: INSURANCE 11

SECTION 20: ENTIRE AGREEMENT 11

SECTION 21: SEVERABILITY 11

SECTION 22: VENUE AND GOVERNING LAW 12

SECTION 23: ELECTRONIC SIGNATURES 12

SECTION 24: NOTICES 12

SECTION 25: DISPUTE RESOLUTION 13

SECTION 26: SIGNATURES 14

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 Stepping Stones Group, LLC ("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.

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.

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.

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.

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

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 10th 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 Contact 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.

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

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.

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 CONTACTOR 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

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.

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.

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).

Notices to the LEA:	Notices to the CONTRACTOR:
Marilyn Adrianzen, Chief Business Official Name/Title	Andrea Rosales/Client Services Manager Name/Title
San Ysidro School District Local Education Agency	The Stepping Stones Group, LLC Nonpublic
4350 Otay Mesa Road Address	225 West Washington, Suite 1140 Address
San Ysidro / CA / 92173 City / State / Zip	Chicago / IL / 60606 City / State / Zip
(619) 428-4476 Phone	(617) 544-1608 Phone
(619) 428-9355 Facsimile	( ) Facsimile
marilyn.adrianzen@sysdschools.org Email Address	andrea.rosales@ssg-healthcare.com 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.

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 July 1, 2024 and terminates at 5:00 p.m. on June 30, 2025 unless sooner terminated as provided herein.

CONTRACTOR
Nonpublic ☐ School ☒ Agency

Andrea Rosales _____ DATE: 08/26/24
Authorized Representative Signature

Andrea Rosales/ Client Services Manager
(Type) Name and Title

LEA
Local Educational Agency

_____ DATE: _____
Authorized Representative Signature

Marilyn Adrianzen, Chief Business Official
(Type) Name and Title

LEA Board Approval DATE: _____

2024-2025
Nonpublic
Master Contract

Appendix B: Agencies

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2024-2025

Index of Provisions

Contract Section — **Page Number**

SECTION 1: EDUCATIONAL PROGRAM

1.1 Admission/Enrollment Procedure 1
1.2 Supplies and Equipment 1
1.3 Calendar 1
1.4 Parent Visits/Communication 1
a. Visits 1
b. Communication 1
1.5 Ownership 2
1.6 Staff Absences 2

SECTION 2: ATTENDANCE 2

SECTION 3: SAFETY

3.1 Safe and Appropriate Environment 2

SECTION 4: FINANCIAL

4.1 Full-Time Equivalency Basis 3
4.2 Rate Schedule for Contract Year 3

SECTION 5: APPROVALS

Signature Page 6

NONPUBLIC MASTER CONTRACT
Appendix B: Agencies

SECTION 1: EDUCATIONAL PROGRAM

1.1 ADMISSION/ENROLLMENT PROCEDURES

Prior to the CONTRACTOR deciding whether or not to enroll a pupil, the LEA shall provide the CONTRACTOR a copy of the pupil's current IEP/IFSP, and facilitate an observation of the pupil, data gathering from the current or prior education providers, and any other reasonable information gathering CONTRACTOR wishes to undertake prior to making an enrollment decision. The CONTRACTOR retains the right to decline enrollment of any pupil and nothing in this contract shall be construed to limit this right.

If a pupil is being considered for enrollment, his or her IEP/IFSP shall be reviewed in collaboration with the LEA, the CONTRACTOR, parents, and other invited participants, as appropriate.

The CONTRACTOR shall notify the LEA of its decision to decline enrollment or the effective date of enrollment of the pupil in accordance with Section 24 (Notices) of this contract within ten (10) working days of receipt of the referral.

1.2 SUPPLIES AND EQUIPMENT

The CONTRACTOR shall be responsible for providing all standard and usual supplies and equipment required for the general program provided by the CONTRACTOR. If an individual pupil's IEP/IFSP requires specialized equipment and/or supplies beyond the CONTRACTOR'S general program, the LEA shall provide them unless otherwise specified in the Individual Services Agreement. The LEA shall provide the low incidence equipment assigned to the pupil through the IEP/IFSP unless 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 DIS and/or related services, the CONTRACTOR shall be responsible for providing usual and reasonable supplies and assessment tools necessary to implement the provision of services unless otherwise agreed in the Individual Services Agreement.

1.3 CALENDAR

The CONTRACTOR shall only provide designated instruction and services during the period of the pupil's regular or extended school year program, or both, at the location designated by the IEP, unless otherwise specified by the pupil's IEP/IFSP. The CONTRACTOR shall observe the following legal holidays including Independence Day, Veteran's Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King Jr. Day, President's Day, and Memorial Day, as specified in the CONTRACTOR'S official calendar. Make-up sessions may be scheduled for other days of school vacations.

1.4 PARENT VISITS/COMMUNICATION

a. The CONTRACTOR shall provide for reasonable parental visits to all of the agency facilities including, but not limited to, the instructional setting attended by pupils and recreational activity areas. The CONTRACTOR shall notify case manager or other authorized LEA representative of all planned parental visits, and provide opportunity for case manager or other LEA representative to attend visit. The CONTRACTOR shall use its good faith efforts to provide that parental visits are in agreement with a court order, if any.

b. All communication between the CONTRACTOR and Parent regarding programmatic decisions must include case manager or other authorized IEP team member, unless authorized by LEA representative or case manager, regarding program recommendations.

1.5 OWNERSHIP

All activity plans, token systems, reinforce systems or inventories, visual schedules, data, drills, progress reports, quarterly reports, behavior intervention plans, behavior support plans, behavior graphs, pupil assessment results, and program materials created specifically for individual pupils by the CONTRACTOR under this Master Contract shall be the joint property of the CONTRACTOR and LEA.

1.6 STAFF ABSENCES

When a provider is absent, CONTRACTOR shall provide appropriate coverage in accordance with EC section 56061. The CONTRACTOR shall provide the LEA the documentation of such coverage upon request. As appropriate, the CONTRACTOR and the LEA may make arrangements for make-up sessions, usually within thirty (30) days, at a mutually convenient time and location if appropriate staff is not available to provide coverage for staff absences.

The 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.

SECTION 2: ATTENDANCE

The CONTRACTOR shall keep original records of services provided to each pupil in a register, report or record with the pupil's absences clearly indicated. The CONTRACTOR shall file the signed copies of such service logs with monthly invoices to the LEA within thirty (30) days of the close of the school month. The documents and reports identified in this section shall be provided to LEA pursuant to the provisions in Section 24 (Notices) of the Nonpublic Master Contract. The CONTRACTOR is responsible for verifying accuracy of the service logs and for informing subcontractors of their personal responsibility for the completion and accuracy of said forms. A unit of service for payment purposes is one session as specified in the pupil's IEP/IFSP.

If a CONTRACTOR attempts to provide services for five (5) consecutive days or sessions, and the pupil is not available for the service, the CONTRACTOR may suspend the Individual Services Agreement and notify the LEA of the need to convene a meeting of the IEP/IFSP team to attempt to resolve the problem. If a pupil's absences exceed more than ten (10) unreimbursed days, the CONTRACTOR may notify the LEA of the intent to terminate the Individual Services Agreement and if it does, at the same time it shall request an IEP/IFSP meeting. Said notice shall be provided pursuant to Section 24 (Notices) of this contract. Upon receipt of this request, the LEA shall convene an IEP/IFSP meeting as soon as possible to review the placement, modify the IEP/IFSP if appropriate, or determine another appropriate placement option for the pupil.

SECTION 3: SAFETY

3.1 SAFE AND APPROPRIATE ENVIRONMENT

If nonpublic agency services are not provided on a school site, the CONTRACTOR shall be responsible for providing facilities in which it provides the services agreed to in the Individual Services Agreement, unless there is written agreement to the contrary. 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. If services are provided at a school site, the CONTRACTOR shall participate in the regularly scheduled fire, earthquake, and disaster drills as appropriate.

When the IEP specifies that NPA services are to be provided in the pupil's home, the parent/guardian or another adult caregiver designated by the parent shall be present in the home while the services are delivered.

SECTION 4: FINANCIAL

4.1 FULL-TIME EQUIVALENCY BASIS

Notwithstanding the requirements of Section 3.1 (Individual Services Agreement) of the Master Contract, when the CONTRACTOR provides services on a full-time equivalency basis (as opposed to a per pupil basis), the LEA shall maintain a list or lists of individual pupils that CONTRACTOR serves on this basis.

4.2 RATE SCHEDULE FOR CONTRACT YEAR

CONTRACTOR: The Stepping Stones Group, LLC

CONTRACTOR NPA ID NUMBER: 9900045

Education service(s) offered by the CONTRACTOR, and the charges for such service(s) during the term of this contract, shall be as follows:

RELATED SERVICES	RATE	PERIOD
Intensive Individual Services (340)		
Individual and Small Group Instruction (Ages 3-5 only) (350)		
Language and Speech (415)	$94.00	hour
Language and Speech (415) - Licensed SLP-A	$69.00	hour
Language and Speech (415) – Speech Therapy Aide		
Adapted Physical Education (425)		
Health and Nursing: Specialized Physical Health Care LVN (435)		
Health and Nursing: Specialized Physical Health Care RN (435)		
Health and Nursing: Specialized Physical Health Care CRN (435)		
Health and Nursing: Other Services LVN (436)	$49.87	hour
Health and Nursing: Other Services RN (436)		
Health and Nursing: Other Services CRN (436)		
Health and Nursing: Other Services Health Aide/CNA (436)	$32.65	hour
Assistive Technology Services – Credentialed (445)		
Assistive Technology Services - Classified (445)		
Occupational Therapy (450)		
Occupational Therapy (450) – Certified OT Assistant		
Physical Therapy (460)		
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		
Behavior Intervention Services (535) – BI Implementation		
Behavior Intervention Services (535) – BII (AIDE)	$31.80	hour
Behavior Intervention Services (535) – BII (RBT)	$66.00	hour
Specialized Services for Low Incidence Disabilities (610)		
Specialized Deaf and Hard of Hearing (710)		
Interpreter Services (715)		
Interpreter Services Shift Differential (715)		
Audiological Services (720)		
Specialized Vision Services (725)		
Orientation and Mobility (730)		
Braille Transcription (735)		
Specialized Orthopedic Services (740)		
Reader Services (745)		
Recreation Services, Including Therapeutic (760)		
College Awareness Preparation (820)		
Vocational Assessment, Counseling/Guidance Assessment (830)		
Career Awareness (840)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		
Agency Linkages (referral and placement) (865)		

Travel Training (870)		
Other Transition Services (890)		
Other 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.

SECTION 5: APPROVALS

CONTRACTOR
Nonpublic Agency

Andrea Rosales
Authorized Representative Signature

DATE: 08/26/24

Andrea Rosales/Client Service Manager
(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:

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: September 5, 2024

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

FROM:
Special Education Department
Oscar Madera, Director

☐ Informational
☒ Action

AGENDA ITEM: SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT WITH KYO AUTISM THERAPY, LLC

BACKGROUND INFORMATION:
Kyo Autism Therapy, LCC a nonpublic agency, approved by SELPA, will provide Behavior Intervention services 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. In addition will provide consulting services to special education staff on classroom management and individual student behavior management based on applied behavior analysis principles.

Cost implication: Behavior Intervention Services: $89.00/hour
Behavior Intervention Services (RBT): $62.00/hour
Behavior Intervention Services (Supervision): $93.26/hour

RECOMMENDATION:
Approve/Ratify the San Diego County Nonpublic Master Contract with Kyo Autism Therapy, LLC for the 2024-2025 school year, to provide behavior intervention services for students with special needs. Cost implications will be paid from the Special Education fund.

LCAP GOAL AND ACTION/SERVICE:
Goal 1, Action #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	

TBD	Special Education
(Amount)	(Name of funding source and/or location)

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

Docusign Envelope ID: 9ADC46FC-143D-4B1F-8692-7F207B6BBD91

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.*

Docusign Envelope ID: 9ADC46FC-143D-4B1F-8692-7F207B6BBD91

San Diego County Nonpublic Master Contract
Main Document

2024-2025

TABLE OF CONTENTS

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.*

Docusign Envelope ID: 9ADC46FC-143D-4B1F-8692-7F207B6BBD91

2024-2025
Nonpublic
Master Contract

Main Document

Docusign Envelope ID: 9ADC46FC-143D-4B1F-8692-7F207B6BBD91

San Diego County Nonpublic Master Contract
Main Document

2024-2025

Index of Provisions

Contract Section		Page Number
SECTION 1: TERM		1
SECTION 2: CONTRACT DOCUMENTS		1
SECTION 3: SERVICES PROVIDED TO PUPILS		1
3.1	Individual Services Agreement	1
3.2	Interim Written Approval	1
3.3	Services to be Provided Under ISA or Interim Written Approval	1
3.4	Modifications to IEP/IFSP	2
3.5	Assessments and Evaluations	2
3.6	Transportation	2
3.7	Behavioral Intervention	2
3.8	Pupil Discipline	3
3.9	COVID-19 Quarantine of Pupils	3
SECTION 4: LEA OVERSIGHT		3
4.1	LEA Oversight	3
4.2	Annual Visit	3
4.3	Unannounced Visits	4
4.4	Evaluation of Pupil Progress	4
SECTION 5: NONPUBLIC CERTIFICATION		4
SECTION 6: PERSONNEL		4
6.1	Required Credentials, License and/or Other Qualifications	4
6.2	Verification of Credentials	5
6.3	Training	5
6.4	Staff to Pupil Ratios	5
6.5	Fingerprinting and Tuberculosis Testing	5
6.6	Acknowledgment of Mandated Reporter Obligations	5
SECTION 7: COMPENSATION		5
SECTION 8: BILLING AND PAYMENT		5
8.1	Invoices	5
8.2	Late Invoices	5
8.3	Payment	6
8.4	Late Payment	6
8.5	Right to Withhold	6
8.6	Calculation of Withholding	6
8.7	Opportunity to Cure	7
8.8	Services Provided Following Expiration of the Master Contract	7
8.9	Medi-Cal Reimbursement	7

Docusign Envelope ID: 9ADC46FC-143D-4B1F-8692-7F207B6BBD91

SECTION 9: RECORDKEEPING AND REPORTING 7

9.1 Access to Pupil Records 7
9.2 Pupil Data Reporting 7
9.3 Pupil Injury Reporting 7
9.4 Annual Reporting 7
9.5 Transfer of Pupil Records Upon School Closure or Disenrollment 8
9.6 CONTRACTOR Reporting 8
9.7 Fiscal Records 8
9.8 Audit Exceptions 8
9.9 Confidentiality of Records 8

SECTION 10: MODIFICATIONS/AMENDMENTS 8

SECTION 11: TERMINATION 9

SECTION 12: RENEWAL 9

SECTION 13: COMPLIANCE WITH LAW 10

SECTION 14: NON-DISCRIMINATION STATEMENT 10

SECTION 15: INDEPENDENT CONTRACTOR STATUS 10

SECTION 16: STANDARD OF PERFORMANCE 10

SECTION 17: SUBCONTRACT AN ASSIGNMENT 10

SECTION 18: INDEMNIFICATION 10

SECTION 19: INSURANCE 11

SECTION 20: ENTIRE AGREEMENT 11

SECTION 21: SEVERABILITY 11

SECTION 22: VENUE AND GOVERNING LAW 12

SECTION 23: ELECTRONIC SIGNATURES 12

SECTION 24: NOTICES 12

SECTION 25: DISPUTE RESOLUTION 13

SECTION 26: SIGNATURES 14

Docusign Envelope ID: 9ADC46FC-143D-4B1F-8692-7F207B6BBD91

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 Kyo Autism Therapy, LLC dba Gateway Learning Group, LLC ("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.

Docusign Envelope ID: 9ADC46FC-143D-4B1F-8692-7F207B6BBD91

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.

Docusign Envelope ID: 9ADC46FC-143D-4B1F-8692-7F207B6BBD91

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.

Docusign Envelope ID: 9ADC46FC-143D-4B1F-8692-7F207B6BBD91

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.

Docusign Envelope ID: 9ADC46FC-143D-4B1F-8692-7F207B6BBD91

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

Docusign Envelope ID: 9ADC46FC-143D-4B1F-8692-7F207B6BBD91

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 10th 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 Contact 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.

Docusign Envelope ID: 9ADC46FC-143D-4B1F-8692-7F207B6BBD91

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

Docusign Envelope ID: 9ADC46FC-143D-4B1F-8692-7F207B6BBD91

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.

Docusign Envelope ID: 9ADC46FC-143D-4B1F-8692-7F207B6BBD91

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 CONTACTOR 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

Docusign Envelope ID: 9ADC46FC-143D-4B1F-8692-7F207B6BBD91

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.

Docusign Envelope ID: 9ADC46FC-143D-4B1F-8692-7F207B6BBD91

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.

Docusign Envelope ID: 9ADC46FC-143D-4B1F-8692-7F207B6BBD91

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).

Docusign Envelope ID: 9ADC46FC-143D-4B1F-8692-7F207B6BBD91

Notices to the LEA:	Notices to the CONTRACTOR:
Marilyn Adrianzen, Chief Business Official Name/Title	Colin Divitian Name/Title
San Ysidro School District Local Education Agency	Kyo Autism Therapy, LLC dba Gateway Learning Group, LLC Nonpublic
4350 Otay Mesa Road Address	295 89th Street, Suite 306Daly City Address
San Ysidro CA 92173 City State Zip	Daly City CA 94015 City State Zip
(619) 428-4476 Phone	(877) 264 - 6747 Phone
(619) 428-9355 Facsimile	( ) Facsimile
marilyn.adrianzen@sysdschools.org Email Address	contracts@kyocare.com 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.

Docusign Envelope ID: 9ADC46FC-143D-4B1F-8692-7F207B6BBD91

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 July 1, 2024 and terminates at 5:00 p.m. on June 30, 2025 unless sooner terminated as provided herein.

CONTRACTOR
Nonpublic ☐ School ☒ Agency

Signed by:
Colin Divitian
Authorized Representative Signature

DATE: 8/21/2024

Colin Divitian
(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:

Docusign Envelope ID: 9ADC46FC-143D-4B1F-8692-7F207B6BBD91

LEA: San Ysidro School District Nonpublic: Kyo Autism Therapy, LLC dba Gateway Learning Group, LLC

2024-2025
Nonpublic
Master Contract

Appendix B: Agencies

Docusign Envelope ID: 9ADC46FC-143D-4B1F-8692-7F207B6BBD91

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2024-2025

Index of Provisions

Contract Section — **Page Number**

SECTION 1: EDUCATIONAL PROGRAM

1.1 Admission/Enrollment Procedure 1
1.2 Supplies and Equipment 1
1.3 Calendar 1
1.4 Parent Visits/Communication 1
a. Visits 1
b. Communication 1
1.5 Ownership 2
1.6 Staff Absences 2

SECTION 2: ATTENDANCE 2

SECTION 3: SAFETY

3.1 Safe and Appropriate Environment 2

SECTION 4: FINANCIAL

4.1 Full-Time Equivalency Basis 3
4.2 Rate Schedule for Contract Year 3

SECTION 5: APPROVALS

Signature Page 6

Docusign Envelope ID: 9ADC46FC-143D-4B1F-8692-7F207B6BBD91

NONPUBLIC MASTER CONTRACT
Appendix B: Agencies

SECTION 1: EDUCATIONAL PROGRAM

1.1 ADMISSION/ENROLLMENT PROCEDURES

Prior to the CONTRACTOR deciding whether or not to enroll a pupil, the LEA shall provide the CONTRACTOR a copy of the pupil's current IEP/IFSP, and facilitate an observation of the pupil, data gathering from the current or prior education providers, and any other reasonable information gathering CONTRACTOR wishes to undertake prior to making an enrollment decision. The CONTRACTOR retains the right to decline enrollment of any pupil and nothing in this contract shall be construed to limit this right.

If a pupil is being considered for enrollment, his or her IEP/IFSP shall be reviewed in collaboration with the LEA, the CONTRACTOR, parents, and other invited participants, as appropriate.

The CONTRACTOR shall notify the LEA of its decision to decline enrollment or the effective date of enrollment of the pupil in accordance with Section 24 (Notices) of this contract within ten (10) working days of receipt of the referral.

1.2 SUPPLIES AND EQUIPMENT

The CONTRACTOR shall be responsible for providing all standard and usual supplies and equipment required for the general program provided by the CONTRACTOR. If an individual pupil's IEP/IFSP requires specialized equipment and/or supplies beyond the CONTRACTOR'S general program, the LEA shall provide them unless otherwise specified in the Individual Services Agreement. The LEA shall provide the low incidence equipment assigned to the pupil through the IEP/IFSP unless 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 DIS and/or related services, the CONTRACTOR shall be responsible for providing usual and reasonable supplies and assessment tools necessary to implement the provision of services unless otherwise agreed in the Individual Services Agreement.

1.3 CALENDAR

The CONTRACTOR shall only provide designated instruction and services during the period of the pupil's regular or extended school year program, or both, at the location designated by the IEP, unless otherwise specified by the pupil's IEP/IFSP. The CONTRACTOR shall observe the following legal holidays including Independence Day, Veteran's Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King Jr. Day, President's Day, and Memorial Day, as specified in the CONTRACTOR'S official calendar. Make-up sessions may be scheduled for other days of school vacations.

1.4 PARENT VISITS/COMMUNICATION

a. The CONTRACTOR shall provide for reasonable parental visits to all of the agency facilities including, but not limited to, the instructional setting attended by pupils and recreational activity areas. The CONTRACTOR shall notify case manager or other authorized LEA representative of all planned parental visits, and provide opportunity for case manager or other LEA representative to attend visit. The CONTRACTOR shall use its good faith efforts to provide that parental visits are in agreement with a court order, if any.

b. All communication between the CONTRACTOR and Parent regarding programmatic decisions must include case manager or other authorized IEP team member, unless authorized by LEA representative or case manager, regarding program recommendations.

Docusign Envelope ID: 9ADC46FC-143D-4B1F-8692-7F207B6BBD91

1.5 OWNERSHIP

All activity plans, token systems, reinforce systems or inventories, visual schedules, data, drills, progress reports, quarterly reports, behavior intervention plans, behavior support plans, behavior graphs, pupil assessment results, and program materials created specifically for individual pupils by the CONTRACTOR under this Master Contract shall be the joint property of the CONTRACTOR and LEA.

1.6 STAFF ABSENCES

When a provider is absent, CONTRACTOR shall provide appropriate coverage in accordance with EC section 56061. The CONTRACTOR shall provide the LEA the documentation of such coverage upon request. As appropriate, the CONTRACTOR and the LEA may make arrangements for make-up sessions, usually within thirty (30) days, at a mutually convenient time and location if appropriate staff is not available to provide coverage for staff absences.

The 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.

SECTION 2: ATTENDANCE

The CONTRACTOR shall keep original records of services provided to each pupil in a register, report or record with the pupil's absences clearly indicated. The CONTRACTOR shall file the signed copies of such service logs with monthly invoices to the LEA within thirty (30) days of the close of the school month. The documents and reports identified in this section shall be provided to LEA pursuant to the provisions in Section 24 (Notices) of the Nonpublic Master Contract. The CONTRACTOR is responsible for verifying accuracy of the service logs and for informing subcontractors of their personal responsibility for the completion and accuracy of said forms. A unit of service for payment purposes is one session as specified in the pupil's IEP/IFSP.

If a CONTRACTOR attempts to provide services for five (5) consecutive days or sessions, and the pupil is not available for the service, the CONTRACTOR may suspend the Individual Services Agreement and notify the LEA of the need to convene a meeting of the IEP/IFSP team to attempt to resolve the problem. If a pupil's absences exceed more than ten (10) unreimbursed days, the CONTRACTOR may notify the LEA of the intent to terminate the Individual Services Agreement and if it does, at the same time it shall request an IEP/IFSP meeting. Said notice shall be provided pursuant to Section 24 (Notices) of this contract. Upon receipt of this request, the LEA shall convene an IEP/IFSP meeting as soon as possible to review the placement, modify the IEP/IFSP if appropriate, or determine another appropriate placement option for the pupil.

SECTION 3: SAFETY

3.1 SAFE AND APPROPRIATE ENVIRONMENT

If nonpublic agency services are not provided on a school site, the CONTRACTOR shall be responsible for providing facilities in which it provides the services agreed to in the Individual Services Agreement, unless there is written agreement to the contrary. 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. If services are provided at a school site, the CONTRACTOR shall participate in the regularly scheduled fire, earthquake, and disaster drills as appropriate.

When the IEP specifies that NPA services are to be provided in the pupil's home, the parent/guardian or another adult caregiver designated by the parent shall be present in the home while the services are delivered.

SECTION 4: FINANCIAL

Docusign Envelope ID: 9ADC46FC-143D-4B1F-8692-7F207B6BBD91

4.1 FULL-TIME EQUIVALENCY BASIS

Notwithstanding the requirements of Section 3.1 (Individual Services Agreement) of the Master Contract, when the CONTRACTOR provides services on a full-time equivalency basis (as opposed to a per pupil basis), the LEA shall maintain a list or lists of individual pupils that CONTRACTOR serves on this basis.

4.2 RATE SCHEDULE FOR CONTRACT YEAR

CONTRACTOR: Kyo Autism Therapy, LLC dba Gateway Learning Group, LLC

CONTRACTOR NPA ID NUMBER: 9900331

Education service(s) offered by the CONTRACTOR, and the charges for such service(s) during the term of this contract, shall be as follows:

RELATED SERVICES	RATE	PERIOD
Intensive Individual Services (340)		
Individual and Small Group Instruction (Ages 3-5 only) (350)		
Language and Speech (415)		
Language and Speech (415) - Licensed SLP-A		
Language and Speech (415) – Speech Therapy Aide		
Adapted Physical Education (425)		
Health and Nursing: Specialized Physical Health Care LVN (435)		
Health and Nursing: Specialized Physical Health Care RN (435)		
Health and Nursing: Specialized Physical Health Care CRN (435)		
Health and Nursing: Other Services LVN (436)		
Health and Nursing: Other Services RN (436)		
Health and Nursing: Other Services CRN (436)		
Health and Nursing: Other Services Health Aide/CNA (436)		
Assistive Technology Services – Credentialed (445)		
Assistive Technology Services - Classified (445)		
Occupational Therapy (450)		
Occupational Therapy (450) – Certified OT Assistant		
Physical Therapy (460)		
Physical Therapy – Licensed PT Assistant (460)		

Docusign Envelope ID: 9ADC46FC-143D-4B1F-8692-7F207B6BBD91

Individual Counseling (510)		
Counseling and Guidance (515)		
Parent Counseling (520)		
Social Work Services (525)		
Psychological Services (530)		
Behavior Intervention Services (535) – BI Design	$93.26	hour
Behavior Intervention Services (535) – BI Implementation	$89.25	hour
Behavior Intervention Services (535) – BII (AIDE)		
Behavior Intervention Services (535) – BII (RBT)	$62.00	hour
Specialized Services for Low Incidence Disabilities (610)		
Specialized Deaf and Hard of Hearing (710)		
Interpreter Services (715)		
Interpreter Services Shift Differential (715)		
Audiological Services (720)		
Specialized Vision Services (725)		
Orientation and Mobility (730)		
Braille Transcription (735)		
Specialized Orthopedic Services (740)		
Reader Services (745)		
Recreation Services, Including Therapeutic (760)		
College Awareness Preparation (820)		
Vocational Assessment, Counseling/Guidance Assessment (830)		
Career Awareness (840)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		
Agency Linkages (referral and placement) (865)		

Docusign Envelope ID: 9ADC46FC-143D-4B1F-8692-7F207B6BBD91

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.

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2024-2025

SECTION 5: APPROVALS

CONTRACTOR
Nonpublic Agency

Signed by:
Colin Davitian
Authorized Representative Signature

DATE: 8/21/2024

Colin Davitian
(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: _____

Docusign Envelope ID: 9ADC46FC-143D-4B1F-8692-7F207B6BBD91

Kyo Autism Therapy, LLC
295 89th Street, Suite 306,
Daly City, CA 94015
NPI: 1720212749
Tax ID: 203659481

Addendum to and Rate Sheet

for Master Contract

2024-2025 Rates

This Addendum to and Rate Sheet for Master Contract (this "Addendum") is between Kyo Autism Therapy, LLC ("Contractor"), a California corporation having its principal mailing address at 295 89th Street, Suite 306, Daly City, CA 94015, USA and San Ysidro School District ("LEA" or "District"), and is an addendum to the Master Contract - Nonpublic, Nonsectarian School/Agency Services 2024-2025 ("Master Contract") between Contractor and District. Capitalized terms used but not defined herein shall have the meanings provided in the Master Contract.

KYO'S 2024-2025 RATES:

Service/Provider	Hourly Rate*
BID - BCBA	$93.26
BID - Behaviorist	$89.25
BII - Behavior Technician (BT)	$62

*Discounts: District is eligible for Contractor's 2024-2025 Early Bird Discount Incentive on the Hourly Rates as further described in Annex 1.

PROGRAM DESCRIPTION

Population served: Children with autism, developmental disabilities, behavior disorders. Ages: 18 months - adult.

Services Provided (together, the "Services")

- Functional Behavior Assessment (FBA), Positive Behavior Support Plan development, and Individualized Educational Evaluations (IEE)
- Individual, intensive behavior support for individuals with behavioral needs identified by IEP team
    - Includes implementation and data collection for IEP goals, participation in IEP meetings and development of progress reports/recommendations
    - Includes supervision of Behavior Technician (BT) services by a Behaviorist/BCBA to allow for program development and maintenance, data analysis, training on interventions outlined in IEP, IEP team collaboration and staff management.
- Small group, classroom aide, or triage support to allow behavioral support outside of IEP related activities
    - Includes implementation of teacher directed interventions, supports, and data collection systems
    - Includes supervision of Behavior Technician (BT) services by a Behaviorist/BCBA to allow for ongoing feedback, staff management and teacher collaboration
- Teacher/classroom consultation from a Behavior Analyst (BCBA) or Behaviorist
- Delivery of custom designed group trainings on a variety of behavior related topics

Docusign Envelope ID: 9ADC46FC-143D-4B1F-8692-7F207B6BBD91

Kyo Autism Therapy, LLC
295 89th Street, Suite 306,
Daly City, CA 94015
NPI: 1720212749
Tax ID: 203659481

Additional Terms

1. Authorization for Services. For any Services not tied to an ISA, Contractor will work with the authorized District representative to agree on an Authorization for Services via email or other means. A "**Client**" is an IEP student and/or classroom with a classroom aide.
2. Supervisory Hours. Contractor shall be authorized to provide BID service hours accompanying any authorization of BII service hours at a level that will be determined between District and Contractor for program management, district staff collaboration, BT supervision, data analysis and report writing.
3. Contractor Scheduling Requirements. Contractor requires a minimum of 9 session hours per week for each Client with sessions consisting of a minimum of 2 consecutive hours to be scheduled on a consistent, repeating, static schedule.
4. Hiring Fee. District shall promptly inform the Contractor if an employee of Contractor who had been assigned by Contractor to perform services for District in the prior six (6) months applies to District (or an affiliate or any other entity as a result of referrals by District, together "Hiring Party") to provide services to the Hiring Party as an employee, consultant or independent contractor. If a Hiring Party hires such an employee, District shall pay to the Contractor a fee of $10,000 promptly after such hiring.
5. Substitute Availability. Contractor will use its best efforts to find substitute staff in the event of a staff absence, but Contractor is not able to guarantee that substitute staff will be available.
6. Student Absences. In the event of a student absence for IEP support Services when Contractor is not provided notice of such absence by 6 PM of the business day prior to the absence, Contractor will be paid for the day of services. The District administrator or teacher may reassign the applicable Kyo staff member to provide support in the same school.

The Parties hereto have executed this Addendum by and through their duly authorized agents or representatives as set forth below.

Contractor: Kyo Autism Therapy, LLC	District: San Ysidro School District
Name: Colin Davitian	Name: Marilyn Adrianzen
Signature: Signed by: Colin Davitian 00D7E3BFDF804C7...	Signature:
Title: CEO	Title: Chief Business Official
Date: 8/21/2024	Date:

Docusign Envelope ID: 9ADC46FC-143D-4B1F-8692-7F207B6BBD91

Kyo Autism Therapy, LLC
295 89th Street, Suite 306,
Daly City, CA 94015
NPI: 1720212749
Tax ID: 203659481

Annex 1
2024-2025 EARLY BIRD DISCOUNT INCENTIVE PROGRAM

If District commits to authorizing Contractor's BT/BII services for a minimum of five (5) IEP students and/or classroom with a classroom aide (each, a "**Client**") at least thirty (30) days prior to the first school day (such date, the "**Commitment Deadline"**), then District will be eligible for an Early Bird Discount Incentive.

By checking a box below prior to the Commitment Deadline, District commits placing an applicable number of Clients, and will receive the corresponding discount ("**Discount**") on Contractor fees:

Check One Box Below	District Commitment	Discount
-	4 or fewer Clients	None
[__]	5-9 Clients	3%
[☑]	10-14 Clients	5%
[__]	15 or more Clients	7%

Requirements:

- Districts must authorize Services for at least the committed number of Clients for the entire school year. If a Client's Services are terminated by District during the school year, such termination notice cannot be provided prior to the first day of school and must follow the Master Contract termination clause unless otherwise agreed-to by Contractor.
- Contractor requires a minimum of 9 session hours per week for each Client with sessions consisting of a minimum of 2 consecutive hours to be scheduled on a consistent, repeating, static schedule. Clients authorized for Services for three (3) hours or less per school day but more than two (2) hours per school day will count as half a Client for purposes of the Discount calculation.

The Discount will be applied to each monthly invoice for the duration of the 2024-2025 school year as long as the committed number of Clients is maintained. The Discount will not increase beyond the level achieved at the start of the 2024-2025 school year.

- Example: If District commits to, and starts with, 5 Clients in August 2024, but then discharges a Client in October, resulting in only 4 Clients for October, the Discount of 3% will be discontinued in October. If District adds a 5th Client in October, the Discount will continue. If the district waits to add a 5th Client until November, the discontinued Discount will not be reapplied.

Discounts can only be applied for Clients committed by the Commitment Deadline. Clients added throughout the school year will not trigger the Discount if it is not already in place.

- Example: If District commits to 6 Clients, achieving a 3% Discount, increasing the number of Clients to 12 during the school year will not trigger a 5% Discount. However, Services provided to all 12 Clients will receive the 3% Discount.

Discount will be applied:

- On each Contractor invoice as long as the committed number of Clients is maintained.
- To all Services, including to new Clients added throughout the year, as long as the committed number of Clients is maintained.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: September 12, 2024

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 INSTITUTE FOR EFFECTIVE EDUCATION

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 Institute for Effective Education for the 2024-2025 school year.

- Children's Workshop

RECOMMENDATION:
Approve/Ratify the San Diego County Nonpublic Master Contracts with The Institute for Effective Education (Children's Workshop) for school year 2024-2025 to provide individualized education for students with exceptional needs. Cost implications estimated at $338,499.00 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	
$338,499.00	Special Education
(Amount)	(Name of funding source and/or location)

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

LEA: San Ysidro School District Nonpublic: TIEE - Children's Workshop (Site 1)

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

TABLE OF CONTENTS

MAIN DOCUMENT

APPENDIX A: SCHOOLS

APPENDIX B: AGENCIES

APPENDIX C: ROOM AND BOARD

Directions:

- *Main document **must** be completed for every Nonpublic School/Agency or Room & Board Contract*
- *Complete and attach Appendices A: School, B: Agency, C: Room & Board as appropriate.*

LEA: San Ysidro School District Nonpublic: TIEE - Children's Workshop (Site 1)

2024-2025
Nonpublic
Master Contract

Main Document

San Diego County Nonpublic Master Contract
Main Document

2024-2025

Index of Provisions

Contract Section		Page Number
SECTION 1: TERM		1
SECTION 2: CONTRACT DOCUMENTS		1
SECTION 3: SERVICES PROVIDED TO PUPILS		1
3.1	Individual Services Agreement	1
3.2	Interim Written Approval	1
3.3	Services to be Provided Under ISA or Interim Written Approval	1
3.4	Modifications to IEP/IFSP	2
3.5	Assessments and Evaluations	2
3.6	Transportation	2
3.7	Behavioral Intervention	2
3.8	Pupil Discipline	3
3.9	COVID-19 Quarantine of Pupils	3
SECTION 4: LEA OVERSIGHT		3
4.1	LEA Oversight	3
4.2	Annual Visit	3
4.3	Unannounced Visits	4
4.4	Evaluation of Pupil Progress	4
SECTION 5: NONPUBLIC CERTIFICATION		4
SECTION 6: PERSONNEL		4
6.1	Required Credentials, License and/or Other Qualifications	4
6.2	Verification of Credentials	5
6.3	Training	5
6.4	Staff to Pupil Ratios	5
6.5	Fingerprinting and Tuberculosis Testing	5
6.6	Acknowledgment of Mandated Reporter Obligations	5
SECTION 7: COMPENSATION		5
SECTION 8: BILLING AND PAYMENT		5
8.1	Invoices	5
8.2	Late Invoices	5
8.3	Payment	6
8.4	Late Payment	6
8.5	Right to Withhold	6
8.6	Calculation of Withholding	6
8.7	Opportunity to Cure	7
8.8	Services Provided Following Expiration of the Master Contract	7
8.9	Medi-Cal Reimbursement	7

SECTION 9: RECORDKEEPING AND REPORTING 7
9.1 Access to Pupil Records 7
9.2 Pupil Data Reporting 7
9.3 Pupil Injury Reporting 7
9.4 Annual Reporting 7
9.5 Transfer of Pupil Records Upon School Closure or Disenrollment 8
9.6 CONTRACTOR Reporting 8
9.7 Fiscal Records 8
9.8 Audit Exceptions 8
9.9 Confidentiality of Records 8

SECTION 10: MODIFICATIONS/AMENDMENTS 8

SECTION 11: TERMINATION 9

SECTION 12: RENEWAL 9

SECTION 13: COMPLIANCE WITH LAW 10

SECTION 14: NON-DISCRIMINATION STATEMENT 10

SECTION 15: INDEPENDENT CONTRACTOR STATUS 10

SECTION 16: STANDARD OF PERFORMANCE 10

SECTION 17: SUBCONTRACT AN ASSIGNMENT 10

SECTION 18: INDEMNIFICATION 10

SECTION 19: INSURANCE 11

SECTION 20: ENTIRE AGREEMENT 11

SECTION 21: SEVERABILITY 11

SECTION 22: VENUE AND GOVERNING LAW 12

SECTION 23: ELECTRONIC SIGNATURES 12

SECTION 24: NOTICES 12

SECTION 25: DISPUTE RESOLUTION 13

SECTION 26: SIGNATURES 14

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 TIEE - Children's Workshop (Site 1) ("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.

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.

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.

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.

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

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 10th 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 Contact 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.

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

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.

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 CONTACTOR 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

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.

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.

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).

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:

Hillary Whiteside, Executive Director
Name/Title

The Institutue for Effective Education
Nonpublic

2255 Camino del Rio S
Address

San Diego | CA | 92108
City | State | Zip

(619) 243-1331
Phone

(619) 233.8409
Facsimile

bparmenter@tiee.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.

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 July 1, 2024 and terminates at 5:00 p.m. on June 30, 2025 unless sooner terminated as provided herein.

CONTRACTOR
Nonpublic ☒ School ☐ Agency

H Whiteside
Authorized Representative Signature

DATE: 8/22/24

Hillary Whiteside, Executive 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 School District Nonpublic: TIEE - Children's Workshop (Site 1)

2024-2025
Nonpublic
Master Contract

Appendix A: Schools

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
2024-2025

Index of Provisions

Contract Section		Page Number
SECTION 1: NONPUBLIC SCHOOLS ASSOCIATED WITH LICENSED CHILDREN'S INSTITUTIONS (LCIs)		
	.....	1
SECTION 2: EDUCATIONAL PROGRAM		
2.1	Admission/Enrollment Procedure	1
2.2	General Program of Instruction	1
	a. Transcripts	2
	b. Foster Youth	2
2.3	Supplies and Equipment	2
2.4	Calendar	2
2.5	Creditable Days of Attendance/Instructional Minutes	3
2.6	Parent Visits	3
2.7	Assessments	3
	a. State Mandated Testing	3
2.8	Staff Absences	3
2.9	Monitoring	3
SECTION 3: SAFETY		
3.1	Safe and Appropriate Environment	4
	a. Facilities	4
	b. Fire Drills	4
	c. Earthquake Procedures	4
3.2	Attendance	4
	a. Absences	4
	b. Change of Pupil's District of Residence	5
	c. Parent Withdrawal of Pupil	5
	d. Make-up Days/Saturday School	5
	e. Medication	5
	f. Medical	5
SECTION 4: FINANCIAL		
4.1	Rate Schedule for Contract Year	6
	a. General Program Tuition Rate	6
	1) Inclusive Education Program	6
	2) Related Services	6
SECTION 5: APPROVALS		
	Signature Page	9

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.

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 (2nd) 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.

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

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.

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 CONTRATOR's annual calendar. Make-up days include excused and unexcused absences as well as absences during ESY within the contract year. All related services shall be provided by the CONTRACTOR during the CONTRACTOR's regular school and extended school calendar days unless otherwise specified on the IEP/IFSP.

The LEA shall not be responsible for payment of services for days on which pupil's attendance does not qualify for reimbursement under state law.

Billing for make-up days shall be monthly and shall accompany the CONTRACTOR's regular monthly invoice. The CONTRACT 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 CONTACTOR'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

SECTION 4: FINANCIAL

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: TIEE - Children's Workshop (Site 1)

The CONTRACTOR NPS ID NUMBER: 37-68338-6987960

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: 1:8

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract, as negotiated by the SDCOE on behalf of the LEAs, shall be as follows:

a. General Program Tuition Rate

1) Inclusive Education Program
(Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the pupil's IEP.) DAILY RATE: 387.30

2) Related Services

RELATED SERVICES	RATE	PERIOD
Intensive Individual Services (340)	$150.00	hour
Individual and Small Group Instruction (Ages 3-5 only) (350)		
Language and Speech (415)		
Language and Speech (415) - Licensed SLP-A		
Language and Speech (415) – Speech Therapy Aide		
Adapted Physical Education (425)		
Health and Nursing: Specialized Physical Health Care LVN (435)		
Health and Nursing: Specialized Physical Health Care RN (435)		
Health and Nursing: Specialized Physical Health Care CRN (435)		
Health and Nursing: Other Services LVN (436)		
Health and Nursing: Other Services RN (436)		
Health and Nursing: Other Services CRN (436)		
Health and Nursing: Other Services Health Aide/CNA (436)		
Assistive Technology Services – Credentialed (445)		

Assistive Technology Services - Classified (445)		
Occupational Therapy (450)		
Occupational Therapy (450) – Certified OT Assistant		
Physical Therapy (460)		
Physical Therapy – Licensed PT Assistant (460)		
Individual Counseling (510)	$91.05	Per Hour
Counseling and Guidance (515)		
Parent Counseling (520)		
Social Work Services (525)		
Psychological Services (530)		
Behavior Intervention Services (535) – BI Design		
Behavior Intervention Services (535) – BI Implementation		
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 (710)		
Interpreter Services (715)		
Interpreter Services Shift Differential (715)		
Audiological Services (720)		
Specialized Vision Services (725)		
Orientation and Mobility (730)		
Braille Transcription (735)		
Specialized Orthopedic Services (740)		
Reader Services (745)		
Recreation Services, Including Therapeutic (760)		
College Awareness Preparation (820)		
Vocational Assessment, Counseling/Guidance Assessment (830)		

Career Awareness (840)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		
Agency Linkages (referral and placement) (865)		
Travel Training (870)		
Other Transition Services (890)		
Other Services (900) - Music Therapy		
Other Services (900) - Vision Therapy		
Other Service (900)		
Transportation – Emergency	$35 + current IRS rate	Per Hour
Bus Passes	Current MTS rate	

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.

SECTION 5: APPROVALS

CONTRACTOR
Nonpublic School

HWhiteside
Authorized Representative Signature

DATE: 8/22/24

Hillary Whiteside, Executive Director
(Type) Name and Title

LEA
Local Educational Agency

Authorized Representative Signature

DATE: _____

Marilyn Adrianzen, Business Chief 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 July 1, 2024 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 Institute for Effective Education (Children's Workshop)

LEA Case Manager: Name Oscar Madera Phone Number (619) 428 - 4476

Pupil Name J (Last) J (First) (M.I.) Sex: ☒ M ☐ F Grade: 3rd

Address _____ City San Diego State/Zip CA 92154

DOB _____ Residential Setting: ☒ Home ☐ Foster ☐ LCI # _____ ☐ OTHER _____

Parent/Guardian _____ Phone ( ) _____ (Residence) ( ) _____ (Business)

Address _____ City _____ State/Zip _____
(If different from student)

AGREEMENT TERMS:

1. *Nonpublic School*: The average number of minutes in the instructional day will be: 300 during the regular school year
   300 during the extended school year

2. *Nonpublic School*: The number of school days in the calendar of the school year are: 180 during the regular school year
   30 during the extended school year

3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

   A. *INCLUSIVE EDUCATION PROGRAM: (Applies to nonpublic schools only):* Daily Rate: $387.30
   (Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.)

   Estimated Number of Days 210 **x Daily Rate** $387.30 **= PROJECTED BASIC EDUCATION COSTS (A)** $81,333

   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		per IEP	$150.00	210 days	$31,500
Individual and Small Group Instruction (350) (Ages 3-5 only)							
Language and Speech (415)		X			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		INCLUDED		INCLUDED
Physical Therapy (460)							
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							
Behavior Intervention Services (535) – BI Implementation							
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							
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)$ $31,500

4. Other Provisions/Attachments:

MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

INDIVIDUAL SERVICES AGREEMENT APPROVED BY CASE MANAGER:

_____ 8/26/2024

(Signature) (Date)

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-	-DISTRICT-
The Institute for Effective Education (Children's Workshop)	San Ysidro School District
(Name of Nonpublic School)	(Name of School District)
_____ 8/22/24	_____
(Signature) (Date)	(Signature) (Date)
Hillary Whiteside, Executive Director	Marilyn Adrianzen, Business Chief Official
(Name and Title)	(Name of Superintendent or Authorized Designee)

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 July 1, 2024 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 Institute for Effective Education (Children's Workshop)

LEA Case Manager: Name Oscar Madera Phone Number (619) 428 - 4476

Pupil Name E.R. (Last) J (First) S (M.I.) Sex: ☒ M ☐ F Grade: 4th

Address _____ City San Ysidro State/Zip CA 92173

DOB _____ Residential Setting: ☒ Home ☐ Foster ☐ LCI # _____ ☐ OTHER _____

Parent/Guardian _____ Phone ( ) _____ (Residence) ( ) _____ (Business)

Address _____ (If different from student) City _____ State/Zip _____

AGREEMENT TERMS:

1. *Nonpublic School*: The average number of minutes in the instructional day will be: 300 during the regular school year
   300 during the extended school year
2. *Nonpublic School*: The number of school days in the calendar of the school year are: 180 during the regular school year
   30 during the extended school year
3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

   A. *INCLUSIVE EDUCATION PROGRAM: (Applies to nonpublic schools only):* Daily Rate: $387.30
   (Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.)

   Estimated Number of Days 210 **x Daily Rate** $387.30 **= PROJECTED BASIC EDUCATION COSTS (A)** $81,333

   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		per IEP	$150.00	210 days	$31,500
Individual and Small Group Instruction (350) (Ages 3-5 only)							
Language and Speech (415)		X			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		INCLUDED		INCLUDED
Physical Therapy (460)							
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							
Behavior Intervention Services (535) – BI Implementation							
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							
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)$ $31,500

4. Other Provisions/Attachments:

MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

INDIVIDUAL SERVICES AGREEMENT APPROVED BY CASE MANAGER:

(Signature) 8/26/24 (Date)

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-	-DISTRICT-
The Institute for Effective Education (Children's Workshop)	San Ysidro School District
(Name of Nonpublic School)	(Name of School District)
(Signature) 8/28/24 (Date)	(Signature) (Date)
Hillary Whiteside, Executive Director	Marilyn Adrianzen, Business Chief Official
(Name and Title)	(Name of Superintendent or Authorized Designee)

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 July 1, 2024 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 Institute for Effective Education (Children's Workshop)

LEA Case Manager: Name Oscar Madera Phone Number (619) 428 - 4476

Pupil Name R (Last) J (First) (M.I.) Sex: ☒ M ☐ F Grade: 4th

Address _____ City San Diego State/Zip CA 92154

DOB _____ Residential Setting: ☒ Home ☐ Foster ☐ LCI # _____ ☐ OTHER _____

Parent/Guardian _____ Phone ( ) _____ (Residence) ( ) _____ (Business)

Address _____ City _____ State/Zip _____
(If different from student)

AGREEMENT TERMS:

1. *Nonpublic School*: The average number of minutes in the instructional day will be: 300 during the regular school year
   300 during the extended school year

2. *Nonpublic School*: The number of school days in the calendar of the school year are: 180 during the regular school year
   30 during the extended school year

3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

   A. *INCLUSIVE EDUCATION PROGRAM: (Applies to nonpublic schools only):* Daily Rate: $387.30
   (Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.)

   Estimated Number of Days 210 **x Daily Rate** $387.30 **= PROJECTED BASIC EDUCATION COSTS (A)** $81,333

   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		per IEP	$150.00	210 days	$31,500
Individual and Small Group Instruction (350) (Ages 3-5 only)							
Language and Speech (415)		X			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		INCLUDED		INCLUDED
Physical Therapy (460)							
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							
Behavior Intervention Services (535) – BI Implementation							
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							
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)$ $31,500

4. Other Provisions/Attachments:

MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

INDIVIDUAL SERVICES AGREEMENT APPROVED BY CASE MANAGER:

(Signature) 8/26/2024 (Date)

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-	-DISTRICT-
The Institute for Effective Education (Children's Workshop)	San Ysidro School District
(Name of Nonpublic School)	(Name of School District)
(Signature) 8/22/24 (Date)	(Signature) (Date)
Hillary Whiteside, Executive Director	Marilyn Adrianzen, Business Chief Official
(Name and Title)	(Name of Superintendent or Authorized Designee)

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: September 12, 2024

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 INSTITUTE FOR EFFECTIVE EDUCATION

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 Institute for Effective Education for the 2024-2025 school year.

- Mission Valley Academy

RECOMMENDATION:
Approve/Ratify the San Diego County Nonpublic Master Contract with The Institute for Effective Education (Mission Valley Academy) for school year 2024-2025 to provide individualized education for students with exceptional needs. Cost implications of $181,926.00 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	
$181,926.00	Special Education
(Amount)	(Name of funding source and/or location)

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

LEA: San Ysidro School District Nonpublic: TIEE - Mission Valley Academy

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

TABLE OF CONTENTS

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

Index of Provisions

Contract Section		Page Number
SECTION 1: TERM		1
SECTION 2: CONTRACT DOCUMENTS		1
SECTION 3: SERVICES PROVIDED TO PUPILS		1
3.1	Individual Services Agreement	1
3.2	Interim Written Approval	1
3.3	Services to be Provided Under ISA or Interim Written Approval	1
3.4	Modifications to IEP/IFSP	2
3.5	Assessments and Evaluations	2
3.6	Transportation	2
3.7	Behavioral Intervention	2
3.8	Pupil Discipline	3
3.9	COVID-19 Quarantine of Pupils	3
SECTION 4: LEA OVERSIGHT		3
4.1	LEA Oversight	3
4.2	Annual Visit	3
4.3	Unannounced Visits	4
4.4	Evaluation of Pupil Progress	4
SECTION 5: NONPUBLIC CERTIFICATION		4
SECTION 6: PERSONNEL		4
6.1	Required Credentials, License and/or Other Qualifications	4
6.2	Verification of Credentials	5
6.3	Training	5
6.4	Staff to Pupil Ratios	5
6.5	Fingerprinting and Tuberculosis Testing	5
6.6	Acknowledgment of Mandated Reporter Obligations	5
SECTION 7: COMPENSATION		5
SECTION 8: BILLING AND PAYMENT		5
8.1	Invoices	5
8.2	Late Invoices	5
8.3	Payment	6
8.4	Late Payment	6
8.5	Right to Withhold	6
8.6	Calculation of Withholding	6
8.7	Opportunity to Cure	7
8.8	Services Provided Following Expiration of the Master Contract	7
8.9	Medi-Cal Reimbursement	7

SECTION 9: RECORDKEEPING AND REPORTING 7
9.1 Access to Pupil Records 7
9.2 Pupil Data Reporting 7
9.3 Pupil Injury Reporting 7
9.4 Annual Reporting 7
9.5 Transfer of Pupil Records Upon School Closure or Disenrollment 8
9.6 CONTRACTOR Reporting 8
9.7 Fiscal Records 8
9.8 Audit Exceptions 8
9.9 Confidentiality of Records 8

SECTION 10: MODIFICATIONS/AMENDMENTS 8

SECTION 11: TERMINATION 9

SECTION 12: RENEWAL 9

SECTION 13: COMPLIANCE WITH LAW 10

SECTION 14: NON-DISCRIMINATION STATEMENT 10

SECTION 15: INDEPENDENT CONTRACTOR STATUS 10

SECTION 16: STANDARD OF PERFORMANCE 10

SECTION 17: SUBCONTRACT AN ASSIGNMENT 10

SECTION 18: INDEMNIFICATION 10

SECTION 19: INSURANCE 11

SECTION 20: ENTIRE AGREEMENT 11

SECTION 21: SEVERABILITY 11

SECTION 22: VENUE AND GOVERNING LAW 12

SECTION 23: ELECTRONIC SIGNATURES 12

SECTION 24: NOTICES 12

SECTION 25: DISPUTE RESOLUTION 13

SECTION 26: SIGNATURES 14

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 TIEE - Mission Valley Academy ("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.

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.

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.

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.

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

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 10th 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 Contact 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.

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

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.

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 CONTACTOR 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

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.

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.

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).

Notices to the LEA:	Notices to the CONTRACTOR:
Marilyn Adrianzen, Chief Business Official Name/Title	Hillary Whiteside, Executive Director Name/Title
San Ysidro School District Local Education Agency	The Institute for Effective Education Nonpublic
4350 Otay Mesa Road Address	2255 Camino del Rio S Address
San Ysidro CA 92173 City State Zip	San Diego CA 92108 City State Zip
(619) 428-4476 Phone	(619) 243-1331 Phone
(619) 428-9355 Facsimile	(619) 233.8409 Facsimile
marilyn.adrianzen@sysdschools.org Email Address	bparmenter@tiee.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.

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 July 1, 2024 and terminates at 5:00 p.m. on June 30, 2025 unless sooner terminated as provided herein.

CONTRACTOR
Nonpublic ☒ School ☐ Agency

HWhiteside
Authorized Representative Signature

DATE: 8/22/24

Hillary Whiteside, Executive 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 School District Nonpublic: TIEE - Mission Valley Academy

2024-2025
Nonpublic
Master Contract

Appendix A: Schools

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
2024-2025

Index of Provisions

Contract Section		Page Number
SECTION 1: NONPUBLIC SCHOOLS ASSOCIATED WITH LICENSED CHILDREN'S INSTITUTIONS (LCIs)		
	.....	1
SECTION 2: EDUCATIONAL PROGRAM		
2.1	Admission/Enrollment Procedure	1
2.2	General Program of Instruction	1
	a. Transcripts	2
	b. Foster Youth	2
2.3	Supplies and Equipment	2
2.4	Calendar	2
2.5	Creditable Days of Attendance/Instructional Minutes	3
2.6	Parent Visits	3
2.7	Assessments	3
	a. State Mandated Testing	3
2.8	Staff Absences	3
2.9	Monitoring	3
SECTION 3: SAFETY		
3.1	Safe and Appropriate Environment	4
	a. Facilities	4
	b. Fire Drills	4
	c. Earthquake Procedures	4
3.2	Attendance	4
	a. Absences	4
	b. Change of Pupil's District of Residence	5
	c. Parent Withdrawal of Pupil	5
	d. Make-up Days/Saturday School	5
	e. Medication	5
	f. Medical	5
SECTION 4: FINANCIAL		
4.1	Rate Schedule for Contract Year	6
	a. General Program Tuition Rate	6
	1) Inclusive Education Program	6
	2) Related Services	6
SECTION 5: APPROVALS		
	Signature Page	9

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.

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 (2nd) 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.

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

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.

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 CONTRATOR's annual calendar. Make-up days include excused and unexcused absences as well as absences during ESY within the contract year. All related services shall be provided by the CONTRACTOR during the CONTRACTOR's regular school and extended school calendar days unless otherwise specified on the IEP/IFSP.

The LEA shall not be responsible for payment of services for days on which pupil's attendance does not qualify for reimbursement under state law.

Billing for make-up days shall be monthly and shall accompany the CONTRACTOR's regular monthly invoice. The CONTRACT 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 CONTACTOR'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.

SECTION 4: FINANCIAL

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: TIEE - Mission Valley Academy

The CONTRACTOR NPS ID NUMBER: 37-68338-6158075

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: 1:10

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract, as negotiated by the SDCOE on behalf of the LEAs, shall be as follows:

a. General Program Tuition Rate

1) Inclusive Education Program
(Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the pupil's IEP.) DAILY RATE: $284.03

2) Related Services

RELATED SERVICES	RATE	PERIOD
Intensive Individual Services (340)	$150.00	hour
Individual and Small Group Instruction (Ages 3-5 only) (350)		
Language and Speech (415)		
Language and Speech (415) - Licensed SLP-A		
Language and Speech (415) – Speech Therapy Aide		
Adapted Physical Education (425)		
Health and Nursing: Specialized Physical Health Care LVN (435)		
Health and Nursing: Specialized Physical Health Care RN (435)		
Health and Nursing: Specialized Physical Health Care CRN (435)		
Health and Nursing: Other Services LVN (436)		
Health and Nursing: Other Services RN (436)		
Health and Nursing: Other Services CRN (436)		
Health and Nursing: Other Services Health Aide/CNA (436)		
Assistive Technology Services – Credentialed (445)		

Assistive Technology Services - Classified (445)		
Occupational Therapy (450)		
Occupational Therapy (450) – Certified OT Assistant		
Physical Therapy (460)		
Physical Therapy – Licensed PT Assistant (460)		
Individual Counseling (510)	$91.05	Per Hour
Counseling and Guidance (515)		
Parent Counseling (520)		
Social Work Services (525)		
Psychological Services (530)		
Behavior Intervention Services (535) – BI Design		
Behavior Intervention Services (535) – BI Implementation		
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 (710)		
Interpreter Services (715)		
Interpreter Services Shift Differential (715)		
Audiological Services (720)		
Specialized Vision Services (725)		
Orientation and Mobility (730)		
Braille Transcription (735)		
Specialized Orthopedic Services (740)		
Reader Services (745)		
Recreation Services, Including Therapeutic (760)		
College Awareness Preparation (820)		
Vocational Assessment, Counseling/Guidance Assessment (830)		

Career Awareness (840)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		
Agency Linkages (referral and placement) (865)		
Travel Training (870)		
Other Transition Services (890)		
Other Services (900) - Music Therapy		
Other Services (900) - Vision Therapy		
Other Service (900)		
Transportation – Emergency	$35 + IRS rate	Per Hour
Bus Passes	Current MTS rate	

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.

SECTION 5: APPROVALS

CONTRACTOR
Nonpublic School

J Whiteside
Authorized Representative Signature

DATE: 8/22/24

Hillary Whiteside, Executive Director
(Type) Name and Title

LEA
Local Educational Agency

Authorized Representative Signature

DATE: _____

Marilyn Adrianzen, Business Chief 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 July 1, 2024 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 Institute for Effective Education (Mission Valley Academy)

LEA Case Manager: Name Oscar Madera Phone Number (619) 428 - 4476

Pupil Name O (Last) F (First) (M.I.) Sex: ☒ M ☐ F Grade: 3rd

Address _____ City San Diego State/Zip CA 92154

DOB _____ Residential Setting: ☒ Home ☐ Foster ☐ LCI # _____ ☐ OTHER _____

Parent/Guardian _____ Phone ( ) _____ (Residence) ( ) _____ (Business)

Address _____ City _____ State/Zip _____
(If different from student)

AGREEMENT TERMS:

1. *Nonpublic School*: The average number of minutes in the instructional day will be: 300 during the regular school year
   300 during the extended school year

2. *Nonpublic School*: The number of school days in the calendar of the school year are: 180 during the regular school year
   30 during the extended school year

3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

   A. *INCLUSIVE EDUCATION PROGRAM: (Applies to nonpublic schools only):* Daily Rate: $284.03
   (Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.)

   Estimated Number of Days 210 **x Daily Rate** $284.03 **= PROJECTED BASIC EDUCATION COSTS (A)** $59,463

   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		per IEP	$150.00	210 days	$31,500
Individual and Small Group Instruction (350) (Ages 3-5 only)							
Language and Speech (415)		X			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		INCLUDED		INCLUDED
Physical Therapy (460)							
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							
Behavior Intervention Services (535) – BI Implementation							
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							
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)$ $31,500

4. Other Provisions/Attachments:

MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

INDIVIDUAL SERVICES AGREEMENT APPROVED BY CASE MANAGER:

_____ _____

(Signature) (Date)

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-	-DISTRICT-
The Institute for Effective Education	San Ysidro School District
(Name of Nonpublic School)	(Name of School District)
J Whiteside 8/22/24	_____
(Signature) (Date)	(Signature) (Date)
Hillary Whiteside, Executive Director	Marilyn Adrianzen, Business Chief Official
(Name and Title)	(Name of Superintendent or Authorized Designee)

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 July 1, 2024 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 Institute for Effective Education (Mission Valley Academy)

LEA Case Manager: Name Oscar Madera Phone Number (619) 428 - 4476

Pupil Name A D Sex: ☒ M ☐ F Grade: -
(Last) (First) (M.I.)

Address City San Ysidro State/Zip CA 92173

DOB Residential Setting: ☒ Home ☐ Foster ☐ LCI # ☐ OTHER

Parent/Guardian Phone ( ) (Residence) ( ) (Business)

Address City State/Zip
(If different from student)

AGREEMENT TERMS:

1. *Nonpublic School*: The average number of minutes in the instructional day will be: 300 during the regular school year
   300 during the extended school year

2. *Nonpublic School*: The number of school days in the calendar of the school year are: 180 during the regular school year
   30 during the extended school year

3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

   A. *INCLUSIVE EDUCATION PROGRAM: (Applies to nonpublic schools only):* Daily Rate: $284.03
   (Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.)

   Estimated Number of Days 210 **x Daily Rate** $284.03 **= PROJECTED BASIC EDUCATION COSTS (A)** $59,463

   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		per IEP	$150.00	210 days	$31,500
Individual and Small Group Instruction (350) (Ages 3-5 only)							
Language and Speech (415)		X			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		INCLUDED		INCLUDED
Physical Therapy (460)							
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							
Behavior Intervention Services (535) – BI Implementation							
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				
Interpretar 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							
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)$ $31,500

4. Other Provisions/Attachments:

MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

INDIVIDUAL SERVICES AGREEMENT APPROVED BY CASE MANAGER:

_____ _____

(Signature) (Date)

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-	-DISTRICT-
The Institute for Effective Education	San Ysidro School District
(Name of Nonpublic School)	(Name of School District)
H Whiteside 8/22/24	
(Signature) (Date)	(Signature) (Date)
Hillary Whiteside, Executive Director	Marilyn Adrianzen, Business Chief Official
(Name and Title)	(Name of Superintendent or Authorized Designee)

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: September 12, 2024

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 BMR HEALTH SERVICES, INC.

BACKGROUND INFORMATION:
BMR Health Services, Inc., a nonpublic agency, speech services to students who receive special education services per their Individualized Education Program (IEP) for the 2024-2025 school year, in order to meet the State and Federal regulations and compliance. The Speech and Language Pathologist (SLP) and Speech Language Pathologist Assistant (SLPa) will conduct initial and triennial evaluations, provide support to the general education staff and students as part of response to intervention, and consult with special education staff with regards to communication development strategies.

While the NPA approved rates have not been released, the District and BMR Health Services, Inc. will be entering into an Interim Written Approval indicating the 2023-2024 approved rates. Once the new NPA approved rates are available, the District will reimburse the agency with the difference based on the newly NPA approved rates.

Cost Implications:

SLP: $120.00 per hour
SLPA: $68.57 per hour

RECOMMENDATION:
Approve the San Diego County Nonpublic Agency Master Contract-Interim Written Approval with BMR Health Services, Inc. for the school year 2024-2025, to provide speech services for students with special needs. Cost implications will be paid from the Special Education Fund.

LCAP GOAL AND ACTION/SERVICE:
Goal 1, Item 1.3: Provide certificated and classified staffing to support students, including teachers, site and district office staff, instructional aides, speech therapists, health care assistants, LVNs, behavioral specialists, and site and district administrators.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☒ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2024-2025 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

TBD	Special Education
(Amount)	(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 B: AGENCIES)
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 BMR Healthcare Services, Inc.

interim written approval for CONTRACTOR to provide the agreed upon Special Education and/or Related Services

identified in the most recent IEP/IFSP of All Assigned Students,
(Student Name)

at the rates set forth in Appendix B: Agencies of the Master Contract for the 2023 - 2024 Contract Year.

Anticipated Student Start Date: July 12, 2024.

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, 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

Agreed to by the CONTRACTOR:

Jicky Thomas
Signature

8/14/24
Date

Jicky Thomas, Recruitment Manager
Name/Title

2023-2024
Nonpublic
Master Contract

Appendix B: Agencies

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2023-2024

Index of Provisions

Contract Section		Page Number
SECTION 1: EDUCATIONAL PROGRAM		
1.1	Admission/Enrollment Procedure	1
1.2	Supplies and Equipment	1
1.3	Calendar	1
1.4	Parent Visits/Communication	1
	a. Visits	1
	b. Communication	1
1.5	Ownership	2
1.6	Staff Absences	2
SECTION 2: ATTENDANCE		2
SECTION 3: SAFETY		
3.1	Safe and Appropriate Environment	2
SECTION 4: FINANCIAL		
4.1	Full-Time Equivalency Basis	3
4.2	Rate Schedule for Contract Year	3
SECTION 5: APPROVALS		
	Signature Page	6

NONPUBLIC MASTER CONTRACT
Appendix B: Agencies

SECTION 1: EDUCATIONAL PROGRAM

1.1 ADMISSION/ENROLLMENT PROCEDURES

Prior to the CONTRACTOR deciding whether or not to enroll a pupil, the LEA shall provide the CONTRACTOR a copy of the pupil's current IEP/IFSP, and facilitate an observation of the pupil, data gathering from the current or prior education providers, and any other reasonable information gathering CONTRACTOR wishes to undertake prior to making an enrollment decision. The CONTRACTOR retains the right to decline enrollment of any pupil and nothing in this contract shall be construed to limit this right.

If a pupil is being considered for enrollment, his or her IEP/IFSP shall be reviewed in collaboration with the LEA, the CONTRACTOR, parents, and other invited participants, as appropriate.

The CONTRACTOR shall notify the LEA of its decision to decline enrollment or the effective date of enrollment of the pupil in accordance with Section 24 (Notices) of this contract within ten (10) working days of receipt of the referral.

1.2 SUPPLIES AND EQUIPMENT

The CONTRACTOR shall be responsible for providing all standard and usual supplies and equipment required for the general program provided by the CONTRACTOR. If an individual pupil's IEP/IFSP requires specialized equipment and/or supplies beyond the CONTRACTOR'S general program, the LEA shall provide them unless otherwise specified in the Individual Services Agreement. The LEA shall provide the low incidence equipment assigned to the pupil through the IEP/IFSP unless 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 DIS and/or related services, the CONTRACTOR shall be responsible for providing usual and reasonable supplies and assessment tools necessary to implement the provision of services unless otherwise agreed in the Individual Services Agreement.

1.3 CALENDAR

The CONTRACTOR shall only provide designated instruction and services during the period of the pupil's regular or extended school year program, or both, at the location designated by the IEP, unless otherwise specified by the pupil's IEP/IFSP. The CONTRACTOR shall observe the following legal holidays including Independence Day, Veteran's Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King Jr. Day, President's Day, and Memorial Day, as specified in the CONTRACTOR'S official calendar. Make-up sessions may be scheduled for other days of school vacations.

1.4 PARENT VISITS/COMMUNICATION

a. The CONTRACTOR shall provide for reasonable parental visits to all of the agency facilities including, but not limited to, the instructional setting attended by pupils and recreational activity areas. The CONTRACTOR shall notify case manager or other authorized LEA representative of all planned parental visits, and provide opportunity for case manager or other LEA representative to attend visit. The CONTRACTOR shall use its good faith efforts to provide that parental visits are in agreement with a court order, if any.

b. All communication between the CONTRACTOR and Parent regarding programmatic decisions must include case manager or other authorized IEP team member, unless authorized by LEA representative or case manager, regarding program recommendations.

1.5 OWNERSHIP

All activity plans, token systems, reinforce systems or inventories, visual schedules, data, drills, progress reports, quarterly reports, behavior intervention plans, behavior support plans, behavior graphs, pupil assessment results, and program materials created specifically for individual pupils by the CONTRACTOR under this Master Contract shall be the joint property of the CONTRACTOR and LEA.

1.6 STAFF ABSENCES

When a provider is absent, CONTRACTOR shall provide appropriate coverage in accordance with EC section 56061. The CONTRACTOR shall provide the LEA the documentation of such coverage upon request. As appropriate, the CONTRACTOR and the LEA may make arrangements for make-up sessions, usually within thirty (30) days, at a mutually convenient time and location if appropriate staff is not available to provide coverage for staff absences.

The 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.

SECTION 2: ATTENDANCE

The CONTRACTOR shall keep original records of services provided to each pupil in a register, report or record with the pupil's absences clearly indicated. The CONTRACTOR shall file the signed copies of such service logs with monthly invoices to the LEA within thirty (30) days of the close of the school month. The documents and reports identified in this section shall be provided to LEA pursuant to the provisions in Section 24 (Notices) of the Nonpublic Master Contract. The CONTRACTOR is responsible for verifying accuracy of the service logs and for informing subcontractors of their personal responsibility for the completion and accuracy of said forms. A unit of service for payment purposes is one session as specified in the pupil's IEP/IFSP.

If a CONTRACTOR attempts to provide services for five (5) consecutive days or sessions, and the pupil is not available for the service, the CONTRACTOR may suspend the Individual Services Agreement and notify the LEA of the need to convene a meeting of the IEP/IFSP team to attempt to resolve the problem. If a pupil's absences exceed more than ten (10) unreimbursed days, the CONTRACTOR may notify the LEA of the intent to terminate the Individual Services Agreement and if it does, at the same time it shall request an IEP/IFSP meeting. Said notice shall be provided pursuant to Section 24 (Notices) of this contract. Upon receipt of this request, the LEA shall convene an IEP/IFSP meeting as soon as possible to review the placement, modify the IEP/IFSP if appropriate, or determine another appropriate placement option for the pupil.

SECTION 3: SAFETY

3.1 SAFE AND APPROPRIATE ENVIRONMENT

If nonpublic agency services are not provided on a school site, the CONTRACTOR shall be responsible for providing facilities in which it provides the services agreed to in the Individual Services Agreement, unless there is written agreement to the contrary. 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. If services are provided at a school site, the CONTRACTOR shall participate in the regularly scheduled fire, earthquake, and disaster drills as appropriate.

When the IEP specifies that NPA services are to be provided in the pupil's home, the parent/guardian or another adult caregiver designated by the parent shall be present in the home while the services are delivered.

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2023-2024

SECTION 4: FINANCIAL

4.1 FULL-TIME EQUIVALENCY BASIS

Notwithstanding the requirements of Section 3.1 (Individual Services Agreement) of the Master Contract, when the CONTRACTOR provides services on a full-time equivalency basis (as opposed to a per pupil basis), the LEA shall maintain a list or lists of individual pupils that CONTRACTOR serves on this basis.

4.2 RATE SCHEDULE FOR CONTRACT YEAR

CONTRACTOR: BMR Healthcare Services, Inc.

CONTRACTOR NPA ID NUMBER: 1A-01-205A

Education service(s) offered by the CONTRACTOR, and the charges for such service(s) during the term of this contract, shall be as follows:

RELATED SERVICES	RATE	PERIOD
Intensive Individual Services (340)		
Individual and Small Group Instruction (Ages 3-5 only) (350)		
Language and Speech (415)	120.00	hr
Language and Speech (415) - Licensed SLP-A	68.57	hr
Language and Speech (415) – Speech Therapy Aide		
Adapted Physical Education (425)		
Health and Nursing: Specialized Physical Health Care LVN (435)		
Health and Nursing: Specialized Physical Health Care RN (435)		
Health and Nursing: Specialized Physical Health Care CRN (435)		
Health and Nursing: Other Services LVN (436)		
Health and Nursing: Other Services RN (436)		
Health and Nursing: Other Services CRN (436)		
Health and Nursing: Other Services Health Aide/CNA (436)		
Assistive Technology Services – Credentialed (445)		
Assistive Technology Services - Classified (445)		
Occupational Therapy (450)		
Occupational Therapy (450) – Certified OT Assistant		
Physical Therapy (460)		

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		
Behavior Intervention Services (535) – BI Implementation		
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 (710)		
Interpreter Services (715)		
Interpreter Services Shift Differential (715)		
Audiological Services (720)		
Specialized Vision Services (725)		
Orientation and Mobility (730)		
Braille Transcription (735)		
Specialized Orthopedic Services (740)		
Reader Services (745)		
Recreation Services, Including Therapeutic (760)		
College Awareness Preparation (820)		
Vocational Assessment, Counseling/Guidance Assessment (830)		
Career Awareness (840)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		

Agency Linkages (referral and placement) (865)		
Travel Training (870)		
Other Transition Services (890)		
Other Services (900) - Music Therapy		
Other Services (900) - Vision Therapy		
Other Service (900)		
Transportation – Emergency		
Bus Passes		

NOTES: san ysidro school district made an agreement with bmr health services, inc. last school year (2022-2023) to increase the rate of slps to $120.00 per hour and will continue for 2023-2024 school year.

*Parent transportation reimbursement rates to be set forth in Individual Services Agreements.

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2023-2024

SECTION 5: APPROVALS

CONTRACTOR
Nonpublic Agency

Authorized Representative Signature — DATE: 6/7/2023

Jicky Thomas, Recruitment Manager
(Type) Name and Title

LEA
Local Educational Agency

Authorized Representative Signature — DATE: 6/26/23

Marilyn Adrianzen, Chief Business Official
(Type) Name and Title

LEA Board Approval — DATE: 06-22-23

https://mail.google.com/mail/u/0/?tab=rm&ogbl&zx=u6rloa191v6a#inbox/CllgCHrjFBhNrRfkbSLMzWhFtKHVFzKSrpLJZWjQzhZxtXCsBhVPgfRVJCrdb… 1/1

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: September 12, 2024

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

FROM:
Special Education Department
Oscar Madera, Director

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH CLUB XCITE

BACKGROUND INFORMATION:
As a result of a Settlement Agreement and General Release, Club Xcite will provide one-on-one academic home/online tutoring for students with special needs.

Cost Implication: $105.00 per hour (In-Person)
$95.00 per hour (Virtual)

RECOMMENDATION:
Approve the Agreement with Club Xcite to provide one-on-one home/online tutoring for school year 2024-25 at a rate from $95.00 per hour to $105.00 per hour from the Special Education fund.

LCAP GOAL AND ACTION/SERVICE:
Goal 1, Item 1.21: Continue to provide site and/or district-based academic intervention programs to serve the district unduplicated student groups (i.e., English Learners, Socio-Economically Disadvantaged, Students with Disabilities, etc.) and educationally disadvantaged students in Comprehensive Support and Improvements Schools.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☒ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2024-2025 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$95.00-105.00/hr	Special Education
(Amount)	(Name of funding source and/or location)

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 12th day of July, 2024, by and between the San Ysidro School District, hereinafter called the "District", and

Club Xcite	(619) 203 – 7447
Company/Consultant	Telephone Number
10855 Sorrento Valley Road, Suite 204, San Diego, CA 92121	www.exciteway.com
Address	Website

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

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

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

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

1.2 TERM

From: July 1, 2024 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 RESPONSIBLIITIES OF CONSULTANT

4.1 ORGANIZATION

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

4.2 COORDINATION OF SERVICES

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

4.3 STANDARD OF CARE:

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

4.4 INDEPENDENT CONSULTANT & ADDITIONAL PERSONNEL

Consultant is retained as an independent consultant and is not an agent or employee of the District. No employee or agent of Consultant shall by this Agreement become an agent or employee of the District. The work to be performed shall be in accordance with the work described herein, subject to such direction and amendments from District as herein provided. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever, except as specifically provided in writing by District. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law.

4.5 LAWS AND REGULATIONS

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 appropriates to the Consultant's profession, with limit no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate. *(If applicable – see footnote next page)* **District waives _____**
5. **Improper Sexual Conduct:** $1,000,000 per occurrence with an aggregate of not less than $2,000,000 for damages because of bodily injury by reason of negligent hiring and supervision. May be included under General Liability. **District waives _____**
6. **Cyber Security Liability:** Coverage for both electronic and non-electronic data breach of $2,000,000 per occurrence with an aggregate limit of not less than $5,000,000 and shall cover all of Consultant's employees, officials and agents. Coverage shall apply to any dishonest, fraudulent, malicious or criminal use of Consultants or computer system or to obtain financial benefit for any party; to steal, take or provide unauthorized access of electronic data, including publicizing confidential electronic data or causing confidential electronic data to be accessible to unauthorized persons; transfer and for Third-Party Liability encompassing judgements or settlement and defense costs arising out of litigation due to a data breach and data breach response costs for customer notification and credit monitoring service fees. **District waives _____**

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

Additional Insured Status - Endorsement

The San Ysidro School District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy 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, date, programming source code, reports or any other items prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

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

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

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

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

(3) The District is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 (AB 1584), the California Education Code, the Children's Online Privacy and

Protection Act (COPPA), the Family Educational Rights and Privacy Act (FERPA), and HIPAA Privacy regulations and any other privacy laws, policies and regulations that may apply such as American Recovery and Reinvestment Act of 2009 ("ARRA") and the Health Information Technology and Economic Clinical Health Act of 2009 ("HITECH").

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

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

5.5 SAFETY

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

5.6 PROJECT STAFFING

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

5.7 INDEMNIFICATION

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

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.

CONSULTANT:	**Club Xcite**
Name:	Stefan Hochfilzer
Title:	President
Address:	10855 Sorrento Valley Road, Suite 204
City/State/Zip Code:	San Diego, CA 92121
Telephone:	(619) 203 – 7447
Email:	stefan@exciteway.com

DISTRICT:	**San Ysidro School District**	
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

Club Xcite
Firm Name

Signature of Authorized Agent

Stefan Hochfilzer, President
Print Name, Title

July 5th 2024
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 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: Club Xcite _____

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

Signature _____ Date: _____

EXHIBIT A

SCOPE OF WORK AND FEES

Setting: In-school, in-home, virtual, or in the community, 1-1 and groups available

Ongoing supervision will be provided by our Program Director and/or Case Manager(s) with Master's level experience, and/or credentialed teacher or a special education teacher. Services will be directly related to the goals set forth by the Individualized Education Program. Services will be educationally related and will not be performed outside this scope. Online goal tracking with daily updates and monthly reports available for all student goals.

Discounted School Rates:
$95 One-time Student and Family initial Intake and goal setting session.

In-Person Sessions :
Standard Coach: $105
Specialist Coach: $115

Virtual Sessions:
Standard Coach: $95
Specialist Coach: $105

*Specialist Coaches have a Master's degree, teaching credential or other related credential. We would utilize a specialist level staff for cases that have higher behavioral needs or have more challenging learning needs.

Instruction in the Home or Hospital

- Special education and/or related instruction services for pupils with chronic illnesses or exceptional needs.

Provided by: Credentialed teacher or special education teacher

Setting: In-Home, Virtual, In-Hospital

Ongoing supervision will be provided by our Program Director and/or Case Manager(s). Services will be directly related to the goals set forth by the Individualized Education Program. Services will be educationally related and will not be performed outside this scope.

Discounted School Rates:
$95 One-time Student and Family initial Intake and goal setting session.

In-Person Sessions :
Standard Coach: $105
Specialist Coach: $115

Virtual Sessions:
Standard Coach: $95
Specialist Coach: $105

*Specialist Coaches have a Master's degree, teaching credential or other related credential. We would utilize a specialist level staff for cases that have higher behavioral needs or have more challenging learning needs.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: September 12, 2024

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

FROM:
Special Education Department
Oscar Madera, Director

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH MYPT SAN DIEGO

BACKGROUND INFORMATION:

Physical Therapists work to decrease pain and help students return to daily activities. They teach students exercises designed to help them regain strength, range of motion, and show them and families how to prevent future injuries. This type of service is per student's Individualized Education Program (IEP).

Cost implication will be $40,000.00 (includes evaluations, consultations, and attending IEPs).

RECOMMENDATION:

Approve the agreement with MyPT San Diego for the 2024-2025 school year to provide physical therapy services to students with special needs. Costs up to $40,000.00 to be paid from the Special Education fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement – Action # 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.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☒ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2024-2025 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$40,000.00	Special Education
(Amount)	(Name of funding source and/or location)

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 9th day of August, 2024, by and between the San Ysidro School District, hereinafter called the "District", and

MyPT San Diego	(619) 701-7489
Company/Consultant	Telephone Number
3445 Xenophon Street, San Diego, CA 92106	cathy@myptsandiego.com
Address	Website

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

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

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

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

1.2 TERM

From: July 1, 2024 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 RESPONSIBLIITIES OF CONSULTANT

4.1 ORGANIZATION

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

4.2 COORDINATION OF SERVICES

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

4.3 STANDARD OF CARE:

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

4.4 INDEPENDENT CONSULTANT & ADDITIONAL PERSONNEL

Consultant is retained as an independent consultant and is not an agent or employee of the District. No employee or agent of Consultant shall by this Agreement become an agent or employee of the District. The work to be performed shall be in accordance with the work described herein, subject to such direction and amendments from District as herein provided. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever, except as specifically provided in writing by District. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law.

4.5 LAWS AND REGULATIONS

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 appropriates to the Consultant's profession, with limit no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate. *(If applicable – see footnote next page)* **District waives** _____
5. **Improper Sexual Conduct:** $1,000,000 per occurrence with an aggregate of not less than $2,000,000 for damages because of bodily injury by reason of negligent hiring and supervision. May be included under General Liability. **District waives** _____
6. **Cyber Security Liability:** Coverage for both electronic and non-electronic data breach of $2,000,000 per occurrence with an aggregate limit of not less than $5,000,000 and shall cover all of Consultant's employees, officials and agents. Coverage shall apply to any dishonest, fraudulent, malicious or criminal use of Consultants or computer system or to obtain financial benefit for any party; to steal, take or provide unauthorized access of electronic data, including publicizing confidential electronic data or causing confidential electronic data to be accessible to unauthorized persons; transfer and for Third-Party Liability encompassing judgements or settlement and defense costs arising out of litigation due to a data breach and data breach response costs for customer notification and credit monitoring service fees. **District waives** _____

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

Additional Insured Status - Endorsement

The San Ysidro School District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy 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, date, programming source code, reports or any other items prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

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

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

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

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

(3) The District is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 (AB 1584), the California Education Code, the Children's Online Privacy and

Protection Act (COPPA), the Family Educational Rights and Privacy Act (FERPA), and HIPAA Privacy regulations and any other privacy laws, policies and regulations that may apply such as American Recovery and Reinvestment Act of 2009 ("ARRA") and the Health Information Technology and Economic Clinical Health Act of 2009 ("HITECH").

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

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

5.5 SAFETY

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

5.6 PROJECT STAFFING

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

5.7 INDEMNIFICATION

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

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.

CONSULTANT:	**MyPT San Diego**
Name:	Cathy Alford
Title:	Physical Therapist Consultant
Address:	3445 Xenophon Street
City/State/Zip Code:	San Diego, CA 92106
Telephone:	(619) 701-7489
Email:	cathy@myptsandiego.com

DISTRICT:	San Ysidro School District	
Name:	Marilyn Adrianzen	Oscar Madera
Title:	Chief Business Official	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

MyPT San Diego
Firm Name

Signature of Authorized Agent

Cathy Alford, Physical Therapist Consultant
Print Name, Title

7/25/24
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 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**.

CA (*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.

CA (*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).

CA (*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.)

CA (*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.

CA (*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.

CA (*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: MyPT San Diego

Name/title of authorized representative *(Print)* Cathy Alford

Signature _____ Date 7/31/24

EXHIBIT A

SCOPE OF WORK AND FEES

*my*PT Rate Sheet

Please see the following rates for Physical Therapy Services offered by *my*PT: these rates reflect a 3% increase, which reflects a portion of the continuing effects of high inflation and increased gasoline and staffing costs experienced by myPT.

PT Evaluation: $495.00
PT Treatment: $221.00/hour treatment time (travel time and consultation with teacher/family are included, without extra time added)

IEP attendance: $130.00/hour

Formal in-service/staff training: $162.00/hour of in-service time $110.00/hour prep time

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: September 12, 2024

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

FROM:
Special Education Department
Oscar Madera, Director

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH THE MUSIC THERAPY CENTER OF CALIFORNIA

BACKGROUND INFORMATION:

Music therapy can promote learning and skill acquisition to help the child attain educational goals. According to the American Music Therapy Association, music is processed by a different area of the brain than speech and language, so a child may be able to absorb information when associated with music. Music therapists use a range of music-based interventions and approaches to meet the individual needs of children with disabilities. Music therapy interventions engage children and foster their capacity for flexibility, creativity, variability, and tolerance of change.

The Music Therapy Center of CA will provide music therapy to a student with special needs per the Individualized Education Program (IEP).

RECOMMENDATION:

Approve/Ratify the agreement with The Music Therapy Center of CA for school year 2024-2025 to provide music therapy to students who receive special education services per their Individualized Education Plan. The cost implication is estimated at $4,000.00, which will be paid from the Special Education fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 1 Student Achievement, Action # 1.14: Continue to provide supplemental programs and resources (i.e. educational software, math manipulatives, dual language materials, etc.) to support student achievement in core content areas and to support language acquisition 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	

$4,000.00	Special Education
(Amount)	(Name of funding source and/or location)

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 9th day of August, 2024, by and between the San Ysidro School District, hereinafter called the "District", and

The Music Therapy Center of CA	(619) 299-1411
Company/Consultant	Telephone Number
7370 Opportunity Road, Ste. E, San Diego, CA 92111	themusictherapycenter.com
Address	Website

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

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

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

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

1.2 TERM

From: July 1, 2024 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 RESPONSIBLIITIES OF CONSULTANT

4.1 ORGANIZATION

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

4.2 COORDINATION OF SERVICES

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

4.3 STANDARD OF CARE:

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

4.4 INDEPENDENT CONSULTANT & ADDITIONAL PERSONNEL

Consultant is retained as an independent consultant and is not an agent or employee of the District. No employee or agent of Consultant shall by this Agreement become an agent or employee of the District. The work to be performed shall be in accordance with the work described herein, subject to such direction and amendments from District as herein provided. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever, except as specifically provided in writing by District. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law.

4.5 LAWS AND REGULATIONS

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 appropriates to the Consultant's profession, with limit no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate. *(If applicable – see footnote next page)* **District waives _____**
5. **Improper Sexual Conduct:** $1,000,000 per occurrence with an aggregate of not less than $2,000,000 for damages because of bodily injury by reason of negligent hiring and supervision. May be included under General Liability. **District waives _____**
6. **Cyber Security Liability:** Coverage for both electronic and non-electronic data breach of $2,000,000 per occurrence with an aggregate limit of not less than $5,000,000 and shall cover all of Consultant's employees, officials and agents. Coverage shall apply to any dishonest, fraudulent, malicious or criminal use of Consultants or computer system or to obtain financial benefit for any party; to steal, take or provide unauthorized access of electronic data, including publicizing confidential electronic data or causing confidential electronic data to be accessible to unauthorized persons; transfer and for Third-Party Liability encompassing judgements or settlement and defense costs arising out of litigation due to a data breach and data breach response costs for customer notification and credit monitoring service fees. **District waives _____**

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

Additional Insured Status - Endorsement

The San Ysidro School District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy 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, date, programming source code, reports or any other items prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

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

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

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

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

(3) The District is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 (AB 1584), the California Education Code, the Children's Online Privacy and

Protection Act (COPPA), the Family Educational Rights and Privacy Act (FERPA), and HIPAA Privacy regulations and any other privacy laws, policies and regulations that may apply such as American Recovery and Reinvestment Act of 2009 ("ARRA") and the Health Information Technology and Economic Clinical Health Act of 2009 ("HITECH").

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

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

5.5 SAFETY

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

5.6 PROJECT STAFFING

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

5.7 INDEMNIFICATION

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

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.

CONSULTANT:	**The Music Therapy Center of CA**
Name:	Julie Guy
Title:	M.M., MT-BC
Address:	7370 Opportunity Road, Ste. E
City/State/Zip Code:	San Diego, CA 92111
Telephone:	(619) 299-1411
Email:	info@themusictherapycenter.com julie@themusictherapycenter.com

DISTRICT:	San Ysidro School District	
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

The Music Therapy Center of CA

Signature of Authorized Agent

Julie Guy, M.M., MT-BC
Print Name, Title

7/25/24
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 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**.

___JG___(*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.

___JG___(*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).

___JG___(*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).

___JG___*(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.)

___JG___(*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.

___JG___(*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.

___JG___(*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: The Music Therapy Center of CA

Name/title of authorized representative *(Print)*: Julie Guy, M.M., MT-BC

Signature Julie M Guy Date 7/25/24

EXHIBIT A

SCOPE OF WORK AND FEES

Music Therapy Rates for IEP Services & IEE's

The Music Therapy Center of California holds General Liability and Professional Liability Insurance for all board certified music therapists. Services include musical equipment, resources, mileage and drive time.

Description	Unit Price
MUSIC THERAPY IEP ASSESSMENT Includes records review of IEP and related reports, interviews and completion of IMTAF form by related professionals (parents, teacher, SLP, OT, etc.), observation in non-music setting, direct music therapy evaluation, drive time and mileage, report preparation and 1-hour IEP meeting attendance.	$ 1,200
MUSIC THERAPY DIRECT SERVICE/VIRTUAL/CONSULTATION/REPORT WRITING/ IEP MEETING ATTENDANCE (per contracted hour) Contracted hourly rate for direct music therapy services, data collection, consultation with IEP team, materials preparation, trainings, additional IEP meeting attendance, etc. Please note that we do not go to a school site for less than 1 contracted hour. If there is only 1 student at a school site that is receiving services (even if it is only 30 min direct service), the full contract hr rate is charged to allow for data, set up/clean up etc.	$ 165

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: September 5, 2024

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

FROM:
Special Education Department
Oscar Madera, Director

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH N2Y PROFESSIONAL LEARNING TEAM

BACKGROUND INFORMATION:

n2y Professional Learning Team is an online standard-based program providing students with meaningful access to the special and general education curriculum. It innovates through research and relationships, and listen to and learn from educational teams and students. It offers customized solutions and tools to meet the entire team's needs. Students, administrators, teachers, speech-language pathologists, parents, and assistive technology professionals use the standard-based curriculum, weekly newspaper, and communication tools.

Cost implication: $9,439.76

RECOMMENDATION:

Approve/Ratify the purchase and renewal of software licenses from n2y Professional Learning Team for the 2024-2025 school year at a cost of $9,439.76 from the Special Education fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Provide professional learning opportunities for site and district administrators to support teaching and learning and to strengthen educational practices to support the academic acceleration of all students including unduplicated students and students with disabilities through the use of instructional leadership team professional learning communities of practice, district led data meetings, and learning walks.

☒ **Renewal** ☐ **New** ☐ **Amendment** ☒ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2024-2025 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$9,439.76	Special Education
(Amount)	(Name of funding source and/or location)

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

Quote No.	Opportunity No.	Date
Q-148561	OPP-370031	4/4/2024

Remit To	Contact Info
n2y, LLC PO Box 550 Huron, OH 44839	Marianna Rochin marianna.rochin@sysdschools.org

Bill To	Ship To
San Ysidro School District 4350 Otay Mesa Road San Ysidro, California 92173	San Ysidro School District 4350 Otay Mesa Road San Ysidro, California 92173

Date	Payment Terms	RFP / Contract #	Purchase Order
4/4/2024	Net 30		

Qty	Item	Description	Type	Sub No.	Sub Start Date	Sub End Date	Unit Cost	Amount
8	NWS	News2you™	Renewal	213169	8/1/2024	7/31/2025	$249.99	$1,999.92
8	SSX	SymbolStix PRIME® / SYMBOLSTIX®	Renewal	653863	8/1/2024	7/31/2025	$174.99	$1,399.92
8	ULS	Unique Learning System®	Renewal	653864	8/1/2024	7/31/2025	$754.99	$6,039.92

Thank you for your business! In need of additional assistance? Please call us at (419) 433-9800 or (800) 697-6575.

Sub-Total:	$9,439.76
Sales Tax:	$0.00
Total:	$9,439.76

Please Note:

1. This Quote, exclusive of sales tax, is valid for 90 days. Purchase orders or payments via credit card must be received within 90 days from the date of this Quote to guarantee the listed price.
2. Multi-year Quotes require full payment of the Quote amount up front.
3. Prices are subject to change without notice. All orders are subject to our standard terms and conditions. (Terms of Use & Privacy Policy)
4. n2y accepts ACH Payments, checks, or credit cards for all orders.
5. If paying by credit card for a quote without an invoice,
   - Orders greater than $5,000 will include a 4% processing fee
   - Credit card payments CANNOT be processed via phone or email. They can only be processed through our online store via a link.
   - Reach out to your Sales Representative to request a link to pay.
6. Your Sales Representative would be happy to address any questions you might have regarding these policies.

Quote No.	Opportunity No.	Date
Q-148561	OPP-370031	4/4/2024

NOTE: Your order/Quote will not be processed until we receive a copy of your purchase order. Tax exempt organizations must include a copy of your state tax exempt form with your purchase order. All orders without a state tax exempt form will be charged sales tax at the applicable state rate.
There are four ways to process this Quote:

1. **Preferred:** Email your purchase order along with a copy of your Quote to **sales@n2y.com** or to your Sales Representative. **Email will result in faster processing.**
2. Fax your purchase order and a copy of your Quote to **(419) 433-9810**.
3. To request to use a credit card for payment, contact your n2y Sales Representative via the email address listed below.
4. Mail your purchase order to the address below. Be sure to attach a copy of this Quote or reference **Quote Number Q-148561** on the purchase order.

n2y, LLC
PO Box 550
Huron, OH 44839

n2y Math Manipulatives and Paper Kits are subject to availability.

Cancellation of training day(s) requires a 30 day notification. Failure to cancel within 30 days of initial training date may result in a cancellation fee of up to 50%.

For additional assistance with your order, please call n2y at (419) 433-9800 or (800) 697-6575.

Sincerely,

Mary Molique
Account Executive
mmolique@n2y.com
(419) 433-9800 ext. 1106

n2y and Texthelp join forces to make education and the workplace more inclusive for everyone.
READ MORE.

Terms of Use, Privacy, and Confidentiality

CONTACT US

Welcome to the n2y LLC and related companies and subsidiaries (which together with each company's shareholders, members, directors, officers, employees, and agents are herein collectively called "n2y") website. Access to, and use of, this website and its accompanying materials and content is subject to the terms and conditions listed below (the "Agreement"). Please read and review carefully these terms and conditions which govern your use of this website and its accompanying materials and content. Your use of this website and its accompanying materials and content signifies your binding consent to this Agreement. This Agreement supersedes all previous representations, understandings, or agreements regarding the information contained herein.

Try &

MODIFICATIONS

n2y may revise this Agreement from time to time as a result of changes in applicable law, regulations, product and service offerings or n2y operations. Revisions to this Agreement when possible will be posted on this website approximately 30 days in advance. You will be prompted to review and acknowledge your consent to this Agreement if any revisions have been made before using this

COPYRIGHT

© All material and content on this website is under the copyright of News-2-You, Inc. (1997–2023) and n2y LLC (2020–2023). Only employees of n2y, authorized n2y subscribers (including, but not limited to, teachers and students), authorized n2y vendors and such other persons as n2y may designate, in its sole discretion from time to time ("Authorized Users"), may utilize this website and its accompanying materials and content. Authorized Users may download copyrighted material for their own use only. No part of this website and its accompanying materials and content, including the stories, reports, recipes, jokes, or pictures, may be reproduced for sale and sale is strictly prohibited.

© SymbolStix pictures are under the copyright of n2y LLC. These pictures are uniquely drawn icons that represent words. These icons are drawn in a simplistic way so students can understand the meaning of words. There are many characteristics and logos included in the SymbolStix pictures. These characters and logos are flat representations that can be used for communication and instruction and can be copied for these purposes only. These characters and logos may not be reproduced for sale and sale is strictly prohibited.

WARNING: This website and all accompanying materials and content are protected by applicable copyright law and international treaties. Unauthorized reproduction, distribution or use of materials or content may result in civil and/or criminal penalties and will be prosecuted to the maximum extent permitted under applicable law. You may not: (1) rent, lease or sublicense the online subscription service, materials or content; or (2) decompile, reverse assemble or reverse engineer the online subscription service.

DISCLAIMER OF WARRANTIES

This website and its accompanying materials and content (including instructions for use) are provided “as is” and “as available” and without representations or warranties of any kind, either express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose and non-infringement. No oral or written information or advice given by n2y shall create a warranty and you may not rely on any such information or advice.

LIMITATION OF LIABILITY

n2y does not warrant, guarantee, or make any representations regarding the use, or the results of use, of this website and its accompanying materials and content in terms of correctness, accuracy, reliability, currentness, or otherwise. The entire risk as to the results and performance of this website and its accompanying materials and content is assumed by you. If this website and its accompanying materials and content are defective, n2y’s sole responsibility shall be the replacement of the defective

subscription, materials or content and you shall have no further remedy relating to the defect.

n2y shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including, but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if n2y has been advised of the possibility of such damages), resulting from: (a) the use of or the inability to use this website and its accompanying materials and content; (b) the cost of procurement of substitute goods and services resulting from any inability to use this website and its accompanying materials and content; (c) unauthorized access to or alteration of your transmissions or data; (d) statements or conduct of any third party on this website or its accompanying materials and content; or (e) any other matter relating to this website and its accompanying materials and content.

n2y's products and services are controlled and operated from US-based facilities and it makes no representations that they're appropriate or available for use in other locations. If you access or use the services from other jurisdictions, you understand that you're entirely responsible for compliance with all applicable international, United States and local laws and regulations, including but not limited to export and import regulations. n2y does not target marketing campaigns or other marketing activities to individuals or organizations outside of the US. n2y is committed to protecting its subscribers' personally identifiable information ("PII") as detailed in this Agreement.

CONFIDENTIALITY

This website and its accompanying materials and content con
information and images confidential and proprietary to n2y,
including, but not limited to, marketing information, product

information, advertising and teacher and student data ("Confidential Information"). Accessing, using, copying, distributing, disseminating and changing Confidential Information is subject to n2y policies, restrictions and procedures regarding confidentiality, including, but not limited to, the policies set forth herein.

Only Authorized Users may access and/or use the Confidential Information contained on this website. If you have accessed this website and its accompanying materials and content without authorization, you are unlawfully and wrongfully doing so. By proceeding to use this website and its accompanying materials and content, you represent that you are an Authorized User and that you have no personal or proprietary interest in the Confidential Information. If you do not agree to such terms, you are prohibited from using and accessing this website and its accompanying materials and content.

You have been given access to the Confidential Information based upon your representation that you have a need for such access and that you will only use such Confidential Information for authorized use. You shall not allow any unauthorized person or entity access to this website and its accompanying materials and content (including, but not limited to, the Confidential Information) under your personal username and/or security password. You understand that any violation of these terms could result in disciplinary, legal and/or other action against you. You assume any and all liability for the acts of any unauthorized user to whom you provided access to this website and its accompanying materials and content.

If disclosure of any of the Confidential Information is requested pursuant to any subpoena or as part of any legal proceeding, deposition or cause of action, you will assert the privilege applicable to confidential business and proprietary information and will refuse to respond (to the fullest extent allowed by law). You will prom
advise your employer (or the party providing you with access

website and its accompanying materials and content) and n2y in writing of any such request for disclosure.

Unless otherwise prohibited by law, you agree to indemnify and hold harmless n2y from and against all liabilities, injuries, damages, losses, costs (including, but not limited to, court costs and attorneys' fees), fines, penalties and expenses directly or indirectly resulting from the input of unsolicited Confidential Information saved in free-form text entry fields by yourself or any other person authorized to enter information on your behalf.

USAGE POLICY

Authorized Users may use the materials and content and the Confidential Information on this website solely for their personal use. Accessing, using, copying, distributing, disseminating and/or changing Confidential Information is subject to your underlying agreement with n2y and your compliance with this Agreement. Failure to comply with your underlying agreement with n2y or this Agreement may subject you and/or your company to immediate termination of access rights to this website and its accompanying materials and content and/or any other actions n2y may deem appropriate. Upon expiration of your subscription, all Authorized User accounts associated with your subscription will be automatically inactivated.

Authorized Users include (but are not limited to) service providers and students with a student login credential. Deactivation of a customer's account will also deactivate any associated authorized users including service provider and student login credentials.

Please note that with respect to usage of Unique Learning Syst
News2youâ„¢, SymbolStix PRIME®, L^3 Skills® and Positivity®
maximum number of students that may utilize the materials an

content under a single license is 15. A single Unique Learning System® license is also grade band specific. With respect to the usage of Polarisâ„¢, one license includes access for one service provider (IEP Lead) to produce support plans for students. Sold in packs of 10 student licenses. An Inspire® student license includes a single student login and access for the student's service provider. Sold in packs of 10 student licenses.

DATE OF COMMENCEMENT OF SUBSCRIPTION

You have the option to delay commencement of your subscription to a date no later than 90 days from the date of said agreement. If a delayed commencement of subscription date is not elected and actually selected and identified on the date of your underlying agreement with n2y, your subscription shall be effective immediately.

SUBSCRIPTION EXPIRATION, RENEWAL AND APPLICABLE GRACE PERIOD

Certain n2y product subscriptions are eligible for autorenewal if purchased in the n2y store for individual use via credit card. If you purchase an eligible product subscription, you will be notified of the autorenewal 30 days prior to the expiration of the same. The payment method on file for each of these subscriptions will be charged for one additional year. If you would like to opt out of autorenewal, you can do so by setting the autorenewal flag to "

in the n2y store prior to the subscription anniversary date. The remainder of n2y product subscriptions are not eligible for autorenewal and a renewal order will need to be placed by the customer before the subscription expiration to continue service.

Payment of your subscription fee must be made in full at the time of your renewal. If you are unable to pay the renewal fee in full at the time of your renewal, you may contact n2y to request a 30-day grace period (which may be granted or denied in n2y's sole discretion). In the event you fail to pay your renewal fee in full within any agreed-upon grace period, your account shall terminate effective immediately. You will be charged a prorated renewal fee for your subscription access during the grace period in accordance with the terms and conditions of your underlying agreement with n2y if your account is terminated for nonpayment of the renewal fee. You will be invoiced for this prorated renewal fee and payment is due upon receipt.

PLEASE NOTE: THE GRACE PERIOD IS A PART OF YOUR YEAR-LONG SUBSCRIPTION AND NOT AN EXTENSION OF SUCH SUBSCRIPTION.

PRIVACY AND SECURITY

Generally, n2y employs commercially reasonable security measures that comply, in n2y's reasonable discretion and interpretation, with all applicable Federal and state laws and regulations regarding data privacy and security, including but not limited to the Family Educational Rights and Privacy Act ("FERPA") and the Children's Online Privacy Protection Act of 1998 ("COPPA"). These measures include appropriate administrative, physical, and technical safeguards to secure data from unauthorized access, disclosu alteration and use. n2y will conduct periodic risk assessments remediate any identified security vulnerabilities in a timely manner.

Except as expressly provided in this Agreement, neither n2y nor its successors or assigns shall have any liability for the breach of its privacy and security measures or the integrity of its hosting services, unless caused by the willful misconduct of n2y. n2y expressly disclaims any warranty that data exchanges are or will be secure.

Data residing on the n2y server is password protected, and account access is provided only to Authorized Users. However, the safety and security of your data also depends on you. You should not upload or send to n2y sensitive information via email, as this is not secure. You are also responsible for keeping account usernames and passwords confidential. Please notify n2y if you become aware that data has been lost, stolen, or used without permission; n2y may disable access to an account in order to prevent an unauthorized third party from obtaining access to the same.

THIRD PARTIES

n2y will not distribute or otherwise disclose PII to a third party that is not involved with providing the contracted services without the prior written consent of an applicable customer. n2y does not sell PII to third parties. n2y shall ensure that any third party that handles PII agrees to comply with this Agreement.

TRACKING PIXELS AND PRIVACY STATEMENT

We use tracking pixels, such as Google Analytics, LinkedIn and Facebook, on our marketing website solely to enhance our

customers' e-commerce experience. These tools help us refine our marketing strategies and improve website content.

However, we do not use tracking pixels on our consumer-facing websites because we prioritize your privacy and the protection of your Personally Identifiable Information (PII).

FERPA AND PII

FERPA protects the privacy interests of students in their education records. It controls the disclosure of a student's PII from education records without the consent of the parent or eligible student. Per Federal regulation, PII includes (but is not limited to) a student's name, the name of the student's parent or other family members, the address of the student or student's family, a personal identifier, such as the student's social security number, student number, or biometric record, indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name, other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty, or information requested by a person who an educational agency or institution reasonably believes knows the identity of the student to whom the education record relates. Examples of the types of PII, student data and other data that n2y may acquire include: name, student number, picture, level, gender, birthday, parent/guardian name, address, phone, login, and more.

It is n2y's policy to limit access to this website and its materials and content through secured interfaces that require user authentication and to have in place reasonable support measures to protect PII.

Some n2y solutions may offer a feature that permits Authorized Users to share limited content with other members of their subscription group or in certain circumstances with members outside a subscription group if the feature is enabled by the Authorized User. Please be aware that you are responsible to determine the appropriateness of the content, including, but not limited to, any PII, that you decide to share via these features and for obtaining the appropriate consents where required.

COPPA

The Children's Online Privacy Protection Act of 1998 ("COPPA") regulates the online collection, use and/or disclosure of personal information from and about children under the age of 13 on the internet. This notice is meant to inform you, the parents, of n2y's practices regarding its collection, use and/or disclosure of personal information from such children. Please note: If there is ever a material change in our collection, use and/or disclosure practices to which you have previously consented, this notice will be updated accordingly and provided again to you.

n2y may have collected your online contact information from your child, and, if such is the case, your name and/or the name of your child, in order to obtain your consent as required under COPPA. Your consent is required for n2y's collection, use and/or disclosure of your child's personally identifiable information ("PII") and n2y will not collect, use and/or disclose any personal information from your child if you do not provide such consent.

To obtain verifiable parental consent to n2y's collection, use and/or disclosure of your child's personal information, n2y requires you use a credit card, debit card or other online payment system t provides notification of each discrete transaction to you to purchase obtain access to this website and its accompanying

materials and content. If you do not provide consent within a reasonable time from the time you are presented with this notice, n2y will delete your online contact information (if any) from its records.

In the case of a school or other organization's purchase of a subscription to access the materials and content, the law permits it to obtain parental consent to the collection of personal information on behalf of all of its students, thereby eliminating the need for individual parental consent to be given directly to the website operator.

Please note that you always have the right to consent to collection and use of your child's personal information without consent to disclosure of his or her personal information to third parties. Where applicable, n2y solutions are accessed via a separate teacher or student view. Student personal information such as name, student number, picture, level, gender, birthday, parent/guardian name, address, phone, username is entered and established via the teacher view by an adult such as a teacher, subscription administrator, parent or guardian. They are not entered by a child. Further, n2y may collect usage analytics to be presented back to you or your child or to your child's teacher (if applicable) to demonstrate progress and performance or for internal purposes to improve certain n2y products. n2y collects this information through the child's interaction with activities and assessments in the solutions. n2y will not require your child to disclose more information than is reasonably necessary to participate in an activity and will not retain personal information any longer than is necessary to fulfill the purpose for which it was collected and will de-identify or delete the information using reasonable measures to protect against its unauthorized access or use per n2y's retention policies.

You can review your child's personal information, direct us to said information and/or refuse to allow any further collection, use

and/or disclosure of your child's information at any time. You may revoke your consent at any time by contacting n2y Customer Service at P.O. Box 550 Huron, OH 44839, or at (800) 697-6575. n2y takes seriously its obligation to safeguard the confidentiality, security and integrity of personal information collected from children and takes steps to release children's personal information only to third parties who are capable of maintaining the confidentiality, security and integrity of such information and who provide assurances that they will maintain the information in such a manner. n2y does not sell your child's personal information to third parties or use it for marketing purposes. It is important to n2y that children and their parents understand its policy and practices concerning the collection, disclosure and use of personal information. Please carefully read our Terms of Use, and if you have any questions about n2y's practices, please contact n2y Customer Service at P.O. Box 550, Huron, OH 44839, or at (800) 697-6575.

CALIFORNIA CONSUMER PRIVACY ACT OF 2018 NOTICE ("CCPA")

WHAT IS THE CCPA?

The California Consumer Privacy Act of 2018, Cal. Civ. Code §§ 1798.100 et seq. ("CCPA") is a law enacted in the State of California with an effective date of January 1, 2020. The CCPA generally expands upon the privacy rights available to California citizens and requires certain companies to comply with various data protection requirements. The detailed text of the law are available at: TIT 1.81.5. California Consumer Privacy Act of 2018 [1798.100 – 1798.199]

The CCPA grants Californian consumers new rights with respect to the collection of their Personal Information (as defined herein) and requires companies to comply with certain obligations, including:

- The consumer's right to receive a copy, in a readily usable format, of the specific Personal Information collected about them during the twelve (12) months prior to their request;
- The consumer's right to know a business's data collection practices, including the categories of personal information it has collected, the source of the information, the business's use of the information, and to whom the business disclosed the information it has collected about the consumer;
- The consumer's right to have such personal information deleted (with exceptions);
- The consumer's right to know the business's data sale practices and to request that their personal information not be sold to third parties;
- A prohibition on businesses on discrimination for exercising a consumer right; and
- An obligation on businesses to notify a consumer of their rights.

WHAT IS PERSONAL INFORMATION?

The CCPA defines "Personal Information" as information that "identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular" California consumer or household. Personal information does not include publicly available information or consumer information that is de-identified or aggregate consum information.

HOW DOES THE CCPA APPLY TO N2Y CUSTOMERS?

n2y processes data on behalf of its customers who purchase subscriptions to its products. n2y shall collect, access, maintain, use, process and transfer the Personal Information of our customers and our customers' end-users solely for the purpose of performing its obligations under existing contract(s) with our customers; and, for no commercial purpose other than the performance of such obligations and improvement of the services we provide.

n2y does not "sell" our customer's Personal Information as currently defined under the CCPA, meaning that we also do not rent, disclose, release, transfer, make available or otherwise communicate that Personal Information to a third party for monetary or other valuable consideration.

n2y may share aggregated and/or anonymized information regarding use of the service(s) with third parties to help us develop and improve the services and provide our customers with more relevant content and service offerings.

WHAT PERSONAL INFORMATION DOES N2Y COLLECT, FOR WHAT PURPOSE, FROM WHOM, AND DO WE DISCLOSE IT TO SERVICE PROVIDERS?

Personal Information is collected in n2y's system directly by its customers who use the data in the solutions. It is also collected by n2y to provide and develop our products and services. n2y works to maintain the trust and confidence consumers demonstrate when they share their personal information in the solutions. The ch below describes the categories of Personal Information as described in CPPA, the purpose of data collection in n2y's solutions,

the source of the Personal Information, and whether n2y discloses the Personal Information for business purposes:

CPPA CATEGORIES	CPPA DESCRIPTIONS/EXAMPLES	
Identifiers	name or alias, address, IP address, email, account name, and other identifiers such as social security, driver's license, or passport number, id. § 1798.140(o)(1)(A);	
Personal information categories listed in the California Customer Records Statute	"any information that identifies, relates to, describes, or is capable of being associated with, a particular individual, including, but not limited to," signature, physical characteristics, education, employment or employment history, and financial, medical or health insurance information, as well as the following numbers: telephone, insurance policy, bank account, credit card, and debit card, id. §§ 1798.140(o)(1)(B); 1798.80(e);	
Protected classification or characteristics under California or federal law	"[c]haracteristics of protected classifications under California or federal law," id. § 1798.140(o)(1)(C); prohibits your employer fr subjecting you to discrimina based on your: Sexual orien Gender identity and gender expression. "¦ Sex (including	

CPPA CATEGORIES	CPPA DESCRIPTIONS/EXAMPLES	
	pregnancy, childbirth, and related medical conditions) Jun 22, 2017	
Commercial information	commercial information, such as records of personal property, products or services purchased or considered, and purchasing histories or tendencies, id. § 1798.140(o)(1)(D);	
Biometric information	biometric information, meaning physiological, biological, or behavioral characteristics, including DNA, sufficient to establish identity, such as images of the iris, retina, fingerprint, face, hand, palm, vein patterns, and voice recordings capable of producing an identifier template, as well as keystroke and gait patterns or sleep, health, or exercise data that contain identifying information, id. §§ 1798.140(o)(1)(E), 1798.140(b);	
Internet or other similar network activity	internet or other network activity such as browsing history or interactions with websites, apps, or ads, id. § 1798.140(o)(1)(f);	

CPPA CATEGORIES	CPPA DESCRIPTIONS/EXAMPLES	
Geolocation data	geolocation data, id. § 1798.140(o)(1)(g);	
Sensory data	"[a]udio, electronic, visual, thermal, olfactory, or similar information," id. § 1798.140(o)(1)(h);	
Professional or employment-related information	"professional or employment-related information," id. § 1798.140(o)(1)(I);	
Inferences drawn from other personal information	inferences drawn from any of the above information to create a consumer profile, Cal. Civ. Code § 1798.140(o)(1)(k).	

CCPA PRIVACY POLICY RIGHT TO KNO
ABOUT PERSONAL INFORMATION

COLLECTED AND/OR DISCLOSED

REQUEST TO KNOW:

You may request and, subject to certain exemptions, the following will be provided:

- The specific pieces of Personal Information that n2y has about you.
- The categories of Personal Information collected about you in the preceding 12 months.
- The categories of the sources from which the Personal Information is collected.
- The categories of Personal Information that n2y disclosed for a business purpose about you.
- The categories of service providers to whom the Personal Information was disclosed for a business purpose.
- The business or commercial purpose for collecting Personal Information.

REQUEST TO DELETE:

You may request deletion of Personal Information collected from you. Please note that this right does not apply in instances where n2y needs to retain the Personal Information such as (but not limited to) any of the following to:

- Provide goods or services to you;
- Detect or resolve issues regarding security or functionality-related issues;
- Comply with the law;

- Conduct research in the public interest; and
- Safeguard the right to free speech.

REQUEST TO "DO NOT SELL":

n2y does not sell personal information of its users for monetary or other valuable consideration.

SUBMITTING REQUESTS TO KNOW AND REQUESTS TO DELETE

Beginning January 1, 2020, if you are a California resident and would like to submit a CCPA request, you may:

- Contact n2y by phone at (800) 697-6575 or
- Initiate a request by completing an online request form by visiting: n2y CCPA Request Form (via partner OneTrust)

Only you, or a person you authorize to act on your behalf may make a verifiable consumer request related to your Personal Information. You may also make a verifiable consumer request on behalf of your minor child. To authorize another person to make a verifiable request on your behalf, you must provide that person with written permission clearly describing their authority to make a request on your behalf. That individual must also be able to verify their identity and provide documentation of their authority to act on your behalf. An individual to whom you have provided a power of attorney pursuant to Sections 4000 – 4465 of the California Probate Code may also make a request on your behalf.

In order to verify your identity, at a minimum, the following information will be collected:

- Name

- Your n2y subscription IDs (if you are the owner of the subscription(s))
- Name of the n2y subscription owner (if you are not the owner of the subscription)
- Date of birth
- Email and email validation confirmation
- Phone number
- Home address

The information you provide will be used to verify your identity and to respond to your CCPA request and for no other purpose. This information is used to verify your identity using reasonable methods in order to process your rights request. These methods may include matching information you provide with information already maintained by n2y or through the use of a third-party identity verification service. If you are not the subscription owner (or designated subscription administrator contact on the customer account), the subscription owner/administrator will be contacted as obligated in existing contracts to perform or authorize the release of the requested information.

We cannot respond to your request or provide you with Personal Information if we are not able to verify your identity or authority to make the request or confirm the Personal Information relates to you.

You are not required to have an account with n2y to make a verifiable request.

n2y will not discriminate against you for exercising your rights under the CCPA. In particular, n2y will not:

- Deny you goods or services;

- Charge you different prices for goods or services, whether through denying benefits or imposing penalties;
- Provide you with a different level or quality of goods or services; or
- Threaten you with any of the above.

CONTACT FOR MORE INFORMATION:

Please contact n2y by phone at (800) 697-6575 to:

- See how a consumer with a disability may access this Notice in an alternative format; or
- For questions or concerns about n2y's privacy policies and practices.

DATA ACCESSIBILITY

n2y supports student and parent access to PII for review and correction. PII is most often created by the classroom teacher or other school administration team members in accordance with the applicable school or district's policies. Typically, corrections can most easily be facilitated by parents and/or students notifying the applicable classroom teacher or school administrator. In almost all cases, schools and school districts have policies that permit these resources to make the desired corrections directly in the system. If your situation is different or you need further assistance, please contact n2y customer support at (800) 697-6575.

CONTENT RETENTION

n2y generally purges and/or de-identifies PII and other Authorized User data ninety (90) days following termination of a subscription. n2y performs daily system backups of production data for purposes of disaster recovery. These backups are encrypted, stored offline and are not directly accessible by Authorized Users. These backups are purged on a rolling twelve (12) month schedule. Upon written request, n2y may (in its sole discretion) consider an alternate content retention policy in certain circumstances. De-identified PII may be used by n2y for educational, product improvement and other similar purposes; n2y will not use PII for marketing.

DATA BREACH OR SECURITY INCIDENT

n2y has internal protocols in place to deal with a breach of PII. n2y will notify an affected subscriber no later than seven (7) business days after n2y becomes aware of any breach of or security incident involving PII. n2y will take prompt corrective action to remedy any breach or security incident, mitigate, to the extent practicable, any harmful effect of such breach or security incident and the corrective action n2y has taken or will take to prevent future similar breaches or security incidents.

PRIVACY PLEDGE

As a public commitment for the responsible collection and use of student data, n2y is a signatory to the Student Privacy Pledge 2020 (the "Pledge") of the Future of Privacy Forum and the Software & Information Industry Association (SIIA). n2y believes this Agreement is consistent with the Pledge and will ensure that a current and future subcontractors and business partners operate in

a consistent manner by agreeing to comply with this Agreement. The Pledge is available for review at: Student Data Privacy Pledge

CUSTOMER FEEDBACK

n2y welcomes feedback from customers regarding its products and services. Contact us at (800) 697-6575 or follow the Submit a Request link at n2y.com. You agree that any feedback given is entirely voluntary and n2y shall have a non-exclusive, perpetual, irrevocable, worldwide, royalty-free license for its benefit to use, disclose, reproduce, license or otherwise distribute and exploit the feedback provided to it as it sees fit, entirely without obligation or restriction of any kind on account of intellectual property rights or otherwise.

TERMINATION

n2y reserves the right, in its sole discretion, to terminate your access to all, or any part, of this website and its accompanying materials and content at any time and without notice for any reason. n2y, in its sole discretion, may also discontinue operating this website and terminate this Agreement at any time and without notice for any reason.

NO WAIVER

The failure of n2y to enforce any terms and conditions of this Agreement or to respond to any breach by you or other parti not in any way be deemed a waiver of n2y's right to enforce a terms or conditions of this Agreement.

GOVERNING LAW AND VENUE

By using this website and its accompanying materials and content, you agree that the laws of the State of Ohio without regards to principles of conflict of laws, will govern this Agreement and any dispute that may arise between you and n2y. Further, you expressly agree that exclusive jurisdiction for any dispute resides in the courts of Erie County, Ohio.

SEVERABILITY

All provisions of this Agreement are severable and neither this Agreement nor any provision hereof shall be affected by the invalidity, inapplicability or unenforceability of any other provision of this agreement.

QUESTIONS?

If you have any questions about this Agreement, you may contact us at (800) 697-6575.

Last Update: November 2022

STUDENT
PRIVACY
PLEDGE
2020 SIGNATORY

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: September 12, 2024

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

FROM:
Educational Services
Russell Little, Assistant Superintendent

☐ Informational
☒ Action

AGENDA ITEM: MEMORANDUM OF UNDERSTANDING WITH SWEETWATER UNION HIGH SCHOOL DISTRICT FOR PARTICIPATION IN THE MIDDLE SCHOOL ATHLETIC LEAGUE DURING SCHOOL YEAR 2024-25

BACKGROUND INFORMATION:

The Sweetwater Union High School District (SUHSD) annually forms and operates the Middle School Athletic League (MSAL) for students in seventh and eighth grade to participate in interscholastic sports. The San Ysidro School District would like to enter into an agreement with SUHSD for students to participate in the Middle School Athletic League. District students will have the opportunity to compete against SUHSD middle school students during the Fall, Winter, and Spring seasons. All students will need to complete a clearance packet and have medical insurance.

Cost implications include the team entry fee ranging from $650.00 – $1,000.00 per team and our students can participate in the following categories:

• Fall Season: Boys and Girls basketball, baseball, softball, and cross country
• Winter Season: Boys and Girls soccer
• Spring Season: Boys and Girls flag football, volleyball, and Track & Field

The District will employ current personnel (classified and/or certificated) to serve as coaches.

RECOMMENDATION:

Approve the Memorandum of Understanding with Sweetwater Union High School District for participation in the Middle School Athletic League during the 2024-25 school year at the approximate cost of $10,000.00 from the ELO-P Fund.

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. ~ Action 2.7

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2024-2025 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$10,000.00	ELO-P Fund
(Amount)	(Name of funding source and/or location)

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

SWEETWATER
UNION HIGH SCHOOL DISTRICT

OFFICE OF ATHLETICS

670 L Street, Suite G ·Chula Vista, California, 91911
(619) 796-7720 · FAX (619) 691-5850

MEMORANDUM OF UNDERSTANDING

Between
Sweetwater Union High School District
and
San Ysidro School District ,
on behalf of San Ysidro Middle School and Vista Del Mar

For Participation in Middle School Athletic League
2024-2025

This is a Memorandum of Understanding between the Sweetwater Union High School District ("SUHSD") and the **San Ysidro** School District, on behalf of the following School Sites **San Ysidro Middle School and Vista Del Mar**, a [501(c)(3) or California Corporation.

This Understanding indicates the desire of all parties to enter into a voluntary agreement to permit San Ysidro Middle School and Vista Del Mar students and who are grade level appropriate (grades 7 and 8) to participate in the SUHSD interscholastic Middle School Athletic League (MSAL).

It is the understanding of all parties that the MSAL will offer boys' and girls' sports in three seasons; that it is important for scheduling and competition purposes to commit to participation; and that failure to participate after committing may result in financial and scheduling consequences to other league members.

It is the further understanding of all parties that failure to comply with the responsibilities and requirements of this Understanding may result in the exclusion from participation in the MSAL immediately and in the future.

San Ysidro Middle School and Vista Del Mar commit to:

1. Recruit students sufficient to ensure the minimum number of participants are present to compete ineach sporting event. The sports offered in the MSAL are:
   • Fall season: girls' and boys' basketball, girls' softball, baseball, cheer, and co-ed cross country
   • Winter season: girls' and boys' soccer, field hockey
   • Spring season: Track, girls' volleyball, girls and boys flag football, and boys' volleyball

2. Coordinate and monitor their teams including but not limited to:

   a. Ensure all coaches serving in the capacity of a coach for San Ysidro Middle School and Vista Del Mar have been cleared through the DOJ/Life Scan process and have current CPR/First Aidcertification.
   b. Certify to SUHSD for completeness student clearance packets for every member of their team, including waivers and insurance information, in advance of participation;
   c. Permit students to participate only on the teams of the school where they are enrolled;
   d. Provide direct supervision of teams during practices and games.
   e. Monitor its school's athletic program for compliance with all rules, state and federal legal

"Sweetwater Union High School District programs and activities shall be free from discrimination based on age, gender, gender identity or expression, or genetic information, sex, race, color, religion, ancestry, national origin, ethnic group identification, marital or parental status, physical or mental disability, sexual orientation; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics."

compliance issues, with particular attention paid to Title IX requirements for equality between male and female athletic program. The purpose of the MSAL is to provide a competitive athletic experience to teach core values of sportsmanship and citizenship.

3. Abide by all the current rules, regulations, and decisions of the MSAL or as interpreted and applied by its coordinators.

4. Notify the District at least one month in advance whether each site will participate in the sports for the upcoming season.

5. Pay a proportionate share for the actual costs of the sports in which their schools participate to operate the Middle School Athletic League within 10 days following invoicing by the Sweetwater Union High School District. For the 2024-2025 season, the costs for baseball and softball will be $850, all other team sports will be $650, there is no cost for cross country, track, and cheer. These fees include, but are not limited to, costs of officials, expenses for oversight and coordination of the league, including weekend games; field set-up and maintenance; additional costs caused by cancellations, rain outs, and other unanticipated costs due to acts beyond the control of the MSAL.

6. Payment of any and all assessments shall be made promptly (within 10 days) upon receipt of invoice from SUHSD; failure to pay promptly may **terminate San Ysidro Middle School and Vista Del Mar's** participation in the MSAL immediately and/or impair the ability of San Ysidro Middle School and Vista Del Mar to participate in subsequent seasons and/or years;

7. Workers' Compensation:
San Ysidro Middle School and Vista Del Mar agree to procure and maintain in full force and effect Workers' Compensation Insurance in accordance with limits established by law covering its employees and agents while these persons are participating in the activities hereunder agreed to.

8. Insurance:
San Ysidro Middle School and Vista Del Mar agree to procure and maintain General Liability Insurance and Property Damage Insurance, comprehensive or commercial form with $2,000,000 minimum limit for each occurrence and minimum limit of $4,000,000 general aggregate commensurate with other non-profit organizations of similar type and size, to insure the District, its officers, agents, assigns, representatives and employees from all claims for personal injury, including accidental death, to any person as well as from all claims for property damage arising from operations under this agreement and for the term of this agreement. **San Ysidro Middle School and Vista Del Mar** shall furnish the District with, and shall maintain on file with the District during the te1m of the agreement valid and up-to-date, original certificates of insurance and endorsements effecting coverage as required by this agreement on forms satisfactory to the District

9. Indemnification. **San Ysidro Middle School and Vista Del Mar** agree to protect, save, defend and hold harmless the District, its Governing Board and each member thereof, its officers, agents and employees from any and all claims, liabilities, expenses or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, arising out of or in any way connected with the negligent acts, errors or omissions or willful misconduct by **San Ysidro Middle School and Vista Del Mar** agents, officers, employees, subcontractors, or independent consultants hired by **San Ysidro Middle School and Vista Del Mar** under this Agreement. The only exception to **San Ysidro Middle School and Vista Del Mar** responsibility to protect, save, defend and hold harmless the District, is where a claim, liability, expense or damage occurs due to the sole negligence, willful misconduct or

active negligence of the District. This hold harmless Agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by **San Ysidro Middle School and Vista Del Mar.**

The Sweetwater Union High School District commits to coordinate the MSAL as follows:

1. Scheduling games for **San Ysidro Middle School and Vista Del Mar's** teams;
2. Provide access to District facilities to participate in the games for **San Ysidro Middle School and Vista Del Mar**;
3. Provide officials for **San Ysidro Middle School and Vista Del Mar**;
4. Prepare fields for all **San Ysidro Middle School and Vista Del Mar's** games;
5. Provide timely invoice **San Ysidro Middle School and Vista Del Mar** for all assessments.

San Ysidro School District		Sweetwater Union High School District	
Authorized Signature	Date	Authorized Signature	Date

Marilyn Adrianzen, CBO

Board approved: _____

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: September 12, 2024

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

FROM:
Educational Services
Russell Little, Assistant Superintendent

☐ Informational
☒ Action

AGENDA ITEM: MEMORANDUM OF UNDERSTANDING WITH THE CALIFORNIA ASSOCIATION FOR BILINGUAL EDUCATION (CABE) FOR PROFESSIONAL LEARNING SERVICES

BACKGROUND INFORMATION:

The California Association for Bilingual Education (CABE) is nationally recognized for its expertise and contributions to research, instructional practice, and policy for English and multilingual learners and their families and is widely respected as the premier provider of innovative information and advocacy in fields of English learner and dual language education. CABE Professional Learning Services provides expert, customized consulting, and professional learning in the areas of biliteracy and English learner education.

Educational Services needs to enter into an agreement with CABE to provide professional learning services for support of the English Language Development (ELD) program for middle school teachers during the 2024-25 school year.

Services to be provided include eight (8) half day sessions with each of the following topics:

- Customized consulting and coaching for English Language Development (ELD) Teachers, TOSAs and Administrators and
- Best Practices for Teaching Critical English Language Skills through Designated ELD with High-Leverage Strategies for English Learner Success.

RECOMMENDATION:

Approve the Memorandum of Understanding with the California Association for Bilingual Education (CABE) for professional learning services for support of the English Language Development program at the total cost of $36,000.00 from the Title II Fund.

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?	Are funds for this item available in the 2024-2025 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$36,000.00	Title II Fund
(Amount)	(Name of funding source and/or location)

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

MEMORANDUM of UNDERSTANDING (MOU)

Between **San Ysidro School District (SYSD)**
and **California Association for Bilingual Education (CABE**)
for 2024-2025
Contract # SY24017

This agreement is entered into by and between the California Association for Bilingual xEducation (CABE) and San Ysidro School District (SYSD) and serves to outline the details and responsibilities of CABE and SYSD, respectively, in regard to CABE providing an expert consultant to present **eight (8) days,** not to exceed 6 hours each day, of customized professional learning (hereafter: PL) in support of the **ELD Program** for a **total cost of *$*36,000,** which are also outlined in the approved proposal, Appendix A.

Responsibilities of SYSD

- To schedule the PL in collaboration with CABE PLS within 3 weeks of the approval of the contract.
- To notify CABE PLS of date/time changes for the PL in a timely manner:
    - Once SYSD and CABE PLS have mutually agreed upon the date/time for the PL, CABE PLS must be notified of any change in date/time at least ten (10) business days prior to the originally scheduled day and time of the PL.
    - If notice is received less than ten (10) business days prior to the originally scheduled day and time of the PL, SYSD will be liable for any additional travel and consultant costs related to the date/time change(s), if applicable.
- To provide an appropriate location for the PL at no cost to CABE;
- To provide logistical information to CABE no later than two weeks prior to the scheduled session (location, agenda, audience, number of participants, etc.)
- To provide the audiovisual equipment for the presentations, requested by CABE in advance;
- To provide technical support during delivery of virtual PL, if using a district sponsored meeting platform.
- To meet and accommodate the needs of any of their participants as needed, including interpretation.
- To cover the cost of and prepare materials/handouts for the PL, including translation, if necessary;
- Provide administrative support (sign-in sheets, name badges, name tents, materials boxes for participants, chart paper, markers, etc.);
- Arrange for and cover cost of food participants for the PL (if any); and
- Limit the number of participants to a maximum of 40 for the C/PL.
    - Participants are defined as those who attend the C/PL, even for only a portion of the day, whether they are formally registered/paid or not (provided however, such term shall not include those staff individuals present who provide audiovisual equipment, materials/handouts or administrative support to the C/PL).

- If the number of participants exceeds 40, CABE must be notified at least 2 weeks in advance, an additional consultant may be assigned to the presentation to support participant engagement and additional materials may need to be prepared.
- If CABE receives notice at least two weeks in advance that the number of participants will exceed 40, then the cost per participant beyond 40 and up to 50 will be $175 each and added to the total cost of the MOU; and
- If CABE receives notice at least two weeks in advance that the number of participants will exceed 50, the cost of a second presenter will need to be invoiced at the daily rate.
- If CABE does not receive notice at least two weeks in advance that the number of participants will exceed 40, then the cost per participant beyond 40 and up to 50 will be $225 each and added to the total cost of the MOU.
- If CABE does not receive notice at least two weeks in advance that the number of participants will exceed 50, the cost of a second presenter will be invoiced at the daily rate plus an additional $1,000 late notice fee.

Responsibilities of CABE

- To provide an expert consultant to present the PL; and
- Provide all travel costs for said consultant.
- When delivering virtual PL, CABE may provide the virtual meeting platform or may request to use a platform provided by the District.

Virtual Delivery

- If in-person professional learning is not an option due to the Covid-19 pandemic or other reasons out of CABE's control, CABE will coordinate with the district to provide the professional learning through a virtual platform, with modifications as needed (time, materials, etc.).
- If professional learning is provided via a virtual platform, the professional learning session will be delivered in divided times over agreed upon days equivalent to in-person delivery or in an adjusted full day session appropriate for virtual facilitation.
- CABE will provide the Zoom Virtual Platform and all necessary links and set up unless SYSD selects to use and set up a different platform. District is responsible for providing technical support to CABE consultants for training, managing, setting up, and monitoring the session.
- Sessions will not be recorded unless explicit permission is provided by district and attendees to be used by CABE for internal purposes.
- Digital handouts and materials for each professional learning session are to be used by participants only and not to be distributed unless permission is granted by CABE.

Budgeting

CABE PLS will invoice SYSD for the remaining amounts due after each day of PL is presented. SYSD will be invoiced for all scheduled services through June 30th by May 1st of the contract year. When PL is provided through a virtual platform, delivery of the services will be billed as follows:

- PL lasting 1-3 hours of online delivery in a single session will be billed for half the daily rate
- PL lasting more than 3 hours and up to 6 hours in a single session will be billed the full daily rate

Intellectual Property

CABE retains all intellectual property rights to the content of the PL presentations.

CABE retains the right to record virtual and in-person PL for internal quality control purposes. Only CABE may record its PL presentations and any recordings are the sole property of CABE.

CABE Media Release

CABE may take photos of trainers and collaborative work during trainings, for use on social media and in promotional materials. By signing this contract, SYSD agree as follows:

- All recordings and photographs of participants by CABE or its contractors may be used by CABE for promotional or other purposes at its discretion.

- I acknowledge and agree that any photographs, audio, or video recordings taken of participants by CABE, or its contractors are the sole property of CABE. I understand and agree that there will not be any compensation in connection with the use of these materials.

- I hereby release, waive, and discharge any claims of any kind or nature arising out of or relating to the use of the statements, photography, audio, or video recording by any person or firm authorized by CABE to publish said material ("Publishers"). This release, waiver, and discharge should also extend to all affiliated companies, directors, staff, and board members of said Publishers.

- This release shall be binding upon participants and respective successors, heirs, assigns, executors, administrators, spouses, and next of kin.

Insurance

CABE shall provide to SYSD a current certificate of policy evidencing its comprehensive and general liability insurance coverage in a sum not less than $3,000,000 aggregate and $1,000,000 per occurrence. CABE will provide evidence of Workers' Compensation insurance coverage for all CABE PLS consultants upon request.

Indemnification

A. Insofar as permitted by law, SYSD shall assume the defense and hold harmless CABE and/or any of its officers, agents or employees from any liability, damages, costs, or expenses of any kind whatsoever, including attorneys' fees, which may arise by reason of the sole fault or negligence of SYSD, its officers, agents or employees.

B. Insofar as permitted by law, CABE shall assume the defense and hold harmless SYSD and/or any of its officers, agents or employees from any liability, damages, costs, or expenses of any kind whatsoever, including attorneys' fees, which may arise by reason of any harm to person(s) or property received or suffered by reason of the sole fault or negligence of CABE its officers, agents or employees.

C. It is the intent of SYSD and CABE that where negligence or responsibility for any harm to person(s) or property is determined to have been shared, the principles of comparative

negligence shall be followed and each party shall bear the proportionate cost of any liability, damages, costs, or expenses attributable to that party.

D. SYSD and CABE agree to notify the other party of any claims, administrative actions, or civil actions determined to be within the scope of this Agreement within ten (10) calendar days of such determination. SYSD and CABE further agree to cooperate in the defense of any such actions. Nothing in this Agreement shall establish a standard of care for or create any legal right for any person not a party to this Agreement.

Termination

Either party may terminate this MOU without cause upon (30) days prior written notice to the other party. If terminated by the District, the District will be responsible for costs incurred up to the date of termination. If in-person professional learning is not an option at any point during the school year due to the Covid-19 pandemic or other cause outside the control of the parties, CABE will provide the PL through a virtual platform, with modifications as needed, or the parties will reschedule the PL to a mutually agreeable date.

Notices

Any notice required to be given by the terms of this MOU shall be deemed to have been given when the same is personally delivered or sent by first class mail, postage prepaid, addressed to the respective parties as follows:

To SYSD: San Ysidro School District, Attn: Business Services
4350 Otay Mesa Road,
San Ysidro, CA 92173

To CABE: California Association for Bilingual Education
20888 Amar Road
Walnut, CA 91789

Integration

This MOU represents the entire and integrated agreement between SYSD and CABE for the services described above, and supersedes all prior negotiations, representations, or agreements, either written or oral. This MOU may be amended only by a written instrument signed by the duly authorized representatives of SYSD and CABE.

Representation of Authority

The undersigned hereby represent and warrant that they are authorized by the respective parties to execute this MOU.

IN WITNESS WHEREOF, SYSD and CABE have executed this MOU as of the date first above written.

_____ Marilyn Adrianzen, Chief of Business Official San Ysidro School District 4350 Otay Mesa Road, San Ysidro, CA 92173 (619) 428- 4476 Date: _____ Board approved: 09-12-24	_____ Dr. Edgar Lampkin, CABE CEO California Association for Bilingual Education 20888 Amar Road Walnut, CA 91789 (626) 814-4441 Date: August 27, 2024

To: Maria Rodriguez, Coordinator of Federal and State Programs and Language Acquisition, San Ysidro School District

From: Rubí Flores, Director of Professional Learning, CABE Professional Learning Services (PLS)

CC: Dr. Edgar Lampkin, CEO, California Association for Bilingual Education (CABE)

Date: 08.05.2024

Re: CABE Professional Learning Services (PLS) Proposal for consulting and professional learning in support of the ELD program

---

Introduction

CABE is the pioneering professional association with over 40 years of experience with educational programs for language learners and has developed tools and techniques for planning, implementing, and enhancing language programs, including English Language Development (ELD) programs. We bring this deep knowledge of and expertise with ELD to our collaboration with districts in support of their planning, implementation, and enhancement of their programs.

The following professional learning is proposed as a way to support the vision of the district under the knowledgeable leadership of the Coordinator of Federal and State Programs and Language Acquisition, to guide the district in support of a strong, successful, and sustainable ELD program in SYSD School District.

Proposed Collaboration for September 13, 2024 through June 30, 2025

The process of enhancing an ELD program takes careful analysis and strategic planning for implementation. This proposal spans the 2024-2025 academic year and provides consulting and professional learning support for enhancing the English Language Development (ELD) program. CABE PLS will work with district representatives to identify and cluster the critical topics to explore, conversations that will need to be conducted, and decisions that need to be made in analyzing and planning for and the implementation of the enhanced ELD program. The recommended consulting and professional learning is listed below and is offered for your consideration. This proposal can be customized to your budget, specific goals, and level of support needed.

Proposed support for the 2024-2025 academic year:

Goal 1. **Provide Customized Consulting and Coaching for English Language Development (ELD) Teachers, TOSAS and Administrators**	**By Whom**	**# of Days**
Based on needs identified from coaching support and along with teacher and district feedback, provide customized consulting and coaching for ELD teachers ● Plan for coaching support will be prepared in collaboration with and previewed by district and site administrators before being implemented ● All work will be based upon the EL Roadmap Policy and the ELA/ELD Framework ● Planning, coaching, and consulting will be provided as an extension to the Integrated and Designated ELD Sessions ● Coaching may include: ○ Building background on ELD instructional practices ○ Identifying the language demands of core content areas ○ Lesson Planning using the ELD standards ○ Building Language Objectives and embedding effective ELD strategies in core instruction ○ Building a Designated ELD Lesson with individual grade levels ○ Learning walks ○ Providing TOA's with coaching and debriefing strategies training ○ Providing feedback to educators on lesson delivery ○ Conducting coaching cycles for grade levels **Audience:** Teachers Supporting English Learners TK-12th, Administrators, TOSAS	District staff and CABE PLS consultant	8 ½ days (On same day as Goal 2, 2 middle school sites)

Goal 2. **Best Practices for Teaching Critical English Language Skills through Designated ELD with High-Leverage Strategies for English Learner Success**	**By Whom**	**# of Days**
Description of services provided: ● CABE will present sessions on recommendations for evidence-based promising practices in designated ELD for secondary staff which may include: o Foundations of Designated ELD o Supporting Diverse EL Typologies: Long Term English Learners and Newcomers o Creating Multilingual Ecologies and Honoring Students's Multilingual Backgrounds o High Leverage Speaking and Listening Strategies o CREATE! Framework for Effective Lesson Planning o High Leverage Reading and Writing Strategies. o Other topics as discussed with district staff **Audience:** All secondary teachers supporting English Learners, Administrators, TOSAS, Instructional Assistants, Support Staff	District staff and CABE PLS consultant	8 ½ days (On same day as Goal 1, 2 middle school sites)

Summary of Professional learning Services	Cost:
Proposed for 2024-2025:	
Goal 1: Provide Customized Consulting and Coaching for English Language Development (ELD) Teachers, TOSAS and Administrators	**$36,000**
Goal 2: Best Practices for Teaching Critical English Language Skills through Designated ELD with High-Leverage Strategies for English Learner Success	**$0,000**
Total Proposed Cost for 2024-2025:	**$36,000**

Responsibilities of SYSD

- To schedule the PL in collaboration with CABE PLS within 3 weeks of the approval of the contract.
- To notify CABE PLS of date/time changes for the PL in a timely manner:
    - Once SYSD and CABE PLS have mutually agreed upon the date/time for the PL, CABE PLS must be notified of any change in date/time at least ten (10) business days prior to the originally scheduled day and time of the PL.
    - If notice is received less than ten (10) business days prior to the originally scheduled day and time of the PL, SYSD will be liable for any additional travel and consultant costs related to the date/time change(s), if applicable.
- To provide an appropriate location for the PL at no cost to CABE ;
- To provide logistical information to CABE no later than two weeks prior to the scheduled session (location, agenda, audience, number of participants, etc.)
- To provide the audiovisual equipment for the presentations, requested by CABE in advance;
- To provide technical support during delivery of virtual PL, if using a District sponsored meeting platform.
- To meet any accommodate the needs of any of their participants as needed, including interpretation.
- To cover the cost of and prepare materials/handouts for the PL, including translation, if necessary;
- Provide administrative support (sign-in sheets, name badges, name tents, materials boxes for participants, chart paper, markers, etc.);
- Arrange for and cover cost of food participants for the PL (if any); and
- Limit the number of participants to a maximum of 40 for the C/PL.
    - Participants are defined as those who attend the C/PL, even for only a portion of the day, whether they are formally registered/paid or not (provided however, such term shall not include those staff individuals present who provide audiovisual equipment, materials/handouts or administrative support to the C/PL).
- If the number of participants exceeds 40, CABE must be notified at least 2 weeks in advance, an additional consultant may be assigned to the presentation to support participant engagement and additional materials may need to be prepared.
- If CABE receives notice at least two weeks in advance that the number of participants will exceed 40, then the cost per participant beyond 40 and up to 50 will be $175 each and added to the total cost of the MOU; and

- If CABE receives notice at least two weeks in advance that the number of participants will exceed 50, the cost of a second presenter will need to be invoiced at the $4,500 daily rate.
- If CABE does not receive notice at least two weeks in advance that the number of participants will exceed 40, then the cost per participant beyond 40 and up to 50 will be $225 each and added to the total cost of the MOU.
- If CABE does not receive notice at least two weeks in advance that the number of participants will exceed 50, the cost of a second presenter will be invoiced at the rate of $5,500.

Responsibilities of CABE

- To provide an expert consultant to present the PL; and
- Provide all travel costs for said consultant.
- When delivering virtual PL, CABE may provide the virtual meeting platform or may request to use a platform provided by the District.

Virtual Delivery

- If in-person professional learning is not an option due to the Covid-19 pandemic or other reasons out of CABE's control, CABE will coordinate with the district to provide the professional learning through a virtual platform, with modifications as needed (time, materials, etc.).
- If professional learning is provided via a virtual platform, the professional learning session will be delivered in divided times over agreed upon days equivalent to in-person delivery or in an adjusted full day session appropriate for virtual facilitation.
- CABE will provide the Zoom Virtual Platform and all necessary links and set up unless SYSD selects to use and set up a different platform. District is responsible for providing technical support to CABE consultants for training, managing, setting up, and monitoring the session.
- Sessions will not be recorded unless explicit permission is provided by district and attendees to be used by CABE for internal purposes.
- Digital handouts and materials for each professional learning session are to be used by participants only and not to be distributed unless permission is granted by CABE.

Budgeting

CABE PLS will invoice SYSD for the remaining amounts due after each day of PL is presented. SYSD will be invoiced for all scheduled services through June 30th by May 1st of the contract year. When PL is provided through a virtual platform, delivery of the services will be billed as follows:

- PL lasting 1-3 hours of online delivery in a single session will be billed for half the daily rate
- PL lasting more than 3 hours and up to 6 hours in a single session will be billed the full daily rate

Intellectual Property

CABE retains all intellectual property rights to the content of the PL presentations.

CABE retains the right to record virtual and in-person PL for internal quality control purposes. Only CABE may record its PL presentations and any recordings are the sole property of CABE.

CABE Media Release

CABE may take photos of trainers and collaborative work during trainings, for use on social media and in promotional materials. By signing this contract, SYSD agree as follows:

- All recordings and photographs of participants by CABE or its contractors may be used by CABE for promotional or other purposes at its discretion.

- I acknowledge and agree that any photographs, audio, or video recordings taken of participants by CABE, or its contractors are the sole property of CABE. I understand and agree that there will not be any compensation in connection with the use of these materials.

- I hereby release, waive, and discharge any claims of any kind or nature arising out of or relating to the use of the statements, photography, audio, or video recording by any person or firm authorized by CABE to publish said material ("Publishers"). This release, waiver, and discharge should also extend to all affiliated companies, directors, staff, and board members of said Publishers.

- This release shall be binding upon participants and respective successors, heirs, assigns, executors, administrators, spouses, and next of kin.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: September 12, 2024

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

FROM:
Russell Little, Asst. Superintendent
Educational Leadership & Pupil Services

☐ Informational
☒ Action

AGENDA ITEM: MASTER DATA SHARING AGREEMENT AND AMENDMENT NO. 1 WITH THE SBCS CORPORATION FOR THE SAN DIEGO PROMISE NEIGHBORHOOD PROGRAM

BACKGROUND INFORMATION:
The Master Data Sharing Agreement is made between SBCS Corporation and San Ysidro School District (SYSD) to work together to provide San Diego Promise Neighborhood (SDPN) support services to the local community.

San Diego Promise Neighborhood will provide services to students and parents in the areas in the learning, academic support, attendance intervention, college/career pathway awareness and readiness, and parent/community engagement. These services will be provided at Smythe School, Willow School and San Ysidro Middle School. The San Ysidro School District will provide access, referral, and coordination services to the children and families identified by the project as at-risk or in need at the district schools located with our target area.

Amendment No. 1 includes Safety language such as fingerprint and TB clearance for SDPN Participants to complete when onboarding.

Term: School Year 2024-2025 and shall have the option to extend the term of this Master Agreement up to 4 years beyond the expiration of this term.

RECOMMENDATION:
Approve the Master Data Sharing Agreement and Amendment No. 1 with SBCS Corporation as the Lead Agency for the San Diego Promise Neighborhood Program during the 2024-2025 school year, at no cost to the District.

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	

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

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

Master Data Sharing Agreement
between
SBCS Corporation as the Lead Agency ("SBCS")
for
San Diego Promise Neighborhood ("SDPN")
and
San Ysidro School District ("SYSD")

This represents a Master Agreement between SBCS and SYSD. SBCS and SYSD intend to work together to provide SDPN support services to the local community.

1. **SCOPE OF WORK.** SBCS and SYSD agree to collaborate in the implementation of the Scope of Work as described in Attachment 1.

2. **DURATION OF MASTER AGREEMENT.** This Master Agreement is effective from the date it is signed by both parties and is effective during the period commencing 7/1/2024 through 6/30/2025 and shall have the option to extend the term of this Master Agreement up to 4 years beyond the expiration of this term subject to additional funding being secured by SBCS to extend the duration of the project. This option shall be automatically exercised unless either party expresses, in writing, not less than thirty (30) days prior to an Option Period that they do not intend to extend the Master Agreement.

3. **CONFIDENTIALITY AND PRIVACY LAWS.**
    a. The parties acknowledge that their staff may acquire information from a variety of sources concerning or belonging to the other party including information regarding pupil records but only to the extent that such sharing does not violate applicable statues, or ethical standards and requirements. Such confidential information includes but is not limited to all proprietary information of a party, including all information regarding its trade secrets, copyrighted materials, business plans and affairs, research, services, marketing strategies, financial condition, personnel, clients and donors, which has not been disclosed to the public by a duly authorized representative of a party. Each party agrees to maintain the confidentiality of such other party's confidential information. Each party to this Master Agreement also agrees that it will not directly or indirectly use or disclose any such information during or after the term of this Master Agreement to any persons or entities, unless such persons or entities are expressly authorized by duly authorized representatives of the disclosing party to receive such information.
    b. Notwithstanding any provisions to the contrary contained in this Master Agreement, the parties to the extent applicable, shall hold Personal Health Information in accordance with the provisions of the Health Insurance Portability and Accountability Act of 1996, its amendments, and any regulations promulgated thereunder ("HIPAA"); (ii) shall hold student educational records in accordance with the provisions of the Federal Education Rights and Privacy Act of 1974, its amendments, and any regulations promulgated thereunder; and (iii) shall comply with the requirements of any other federal and state

laws, statutes, rules and regulations relating to the privacy and treatment of Student Confidential Information.

c. The parties shall also assure compliance with the Every Student Succeeds Act (ESSA) in implementing the coordinated services as described in the Master Agreement.

4. INDEMNIFICATION.

a. SYSD shall indemnify, defend, and hold harmless SBCS, its Board, officers, employees, agents, independent contractors, consultants and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense, cost of temporary classrooms, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of SYSD, its employees, agents, subcontractors, independent contractors, consultants, or other representatives. SYSD shall have no obligation to indemnify, defend, or hold harmless SBCS, its Board, officers, employees, agents, independent contractors, consultants, and other representatives for SBCS negligence or willful misconduct.

b. SBCS shall indemnify, defend, and hold harmless SYSD, its Board, officers, employees, agents, independent contractors, consultants and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense, cost of temporary classrooms, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of SBCS, its employees, agents, subcontractors, independent contractors, consultants, or other representatives. SBCS shall have no obligation to indemnify, defend, or hold harmless SYSD, its Board, officers, employees, agents, independent contractors, consultants, and other representatives for SYSD negligence or willful misconduct.

c. In the event of claims arising out of the concurrent acts or omissions of both SBCS and SYSD, the parties agree to be responsible for and to hold the other party harmless from any judgment or payment attributed to it by judgment, settlement agreement, or other award. Where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, or where the parties agree to a settlement determining the comparative fault of the parties, SBCS and SYSD may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments, and awards, consistent with such comparative fault.

d. This Section IV shall survive the termination of this Master Agreement, and is in addition to any other rights or remedies that SBCS or SYSD may have under the law or this Master Agreement.

5. INSURANCE REQUIREMENTS.

a. Each party shall maintain public liability and property damage insurance to protect them and each other from all claims for personal injury, including accidental death, as well as from all claims for property damage arising from the operations under this agreement. The minimum amounts of such insurance shall be set as indicated in Attachment 2.

6. **NON-DISCRIMINATION.** The parties to this Master Agreement shall not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment, or participant for services provided under this because of race, color, age, religion, sex, national origin, disability, political affiliation or belief, or any other legally protected category and for beneficiaries only, citizenship or participation in programs for which they meet eligibility.

7. **CONTACT INFORMATION.** The contact information listed below shall be the contact information for the notice requirements under this Master Agreement.

For **San Ysidro School District**	For **SBCS Corporation:**
c/o: Russel Little 4350 Otay Mesa Road, San Ysidro, CA 92173 (619) 428-4476 With copy to: Veronica Media Coordinator of Pupil Services San Ysidro School District (619) 428-4476 veronica.medina@sysdschools.org	c/o: Mauricio Torre Executive Vice President of Program Operations 430 F Street Chula Vista, CA 91910 mtorre@csbcs.org Jose Mireles Program Director 430 F Street Chula Vista, CA 91910 Jose.mireles@csbcs.org

8. **INDEPENDENT CONTRACTOR.** It is expressly understood that at all times, while rendering the services described herein, and in complying with any terms and conditions of this Master Agreement, SBCS is acting as an independent contractor and not as an officer, agent, or employee of the SYSD. This Master Agreement shall in no way or manner create an employer-employee relationship. SYSD and SBCS certify that SBCS is free from the control and direction of SYSD in connection with the performance of the coordinated services, and SBCS is performing such work outside the usual course of SYSD business, and SBCS is engaged in independently established community services or operation of the same nature as the services being performed with more participating partners than just SYSD.

9. **GOVERNING LAW/VENUE OF SAN DIEGO.** In the event of litigation, this Master 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.

10. **SUCCESSORS AND ASSIGNS/ASSIGNMENTS.** Except as otherwise specifically provided herein, all of the terms, provisions and obligations of this Master Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, representatives, successors and assigns. This Master Agreement may not be assigned by either party without the express written consent of the other.

11. **TERMINATION.** This Master Agreement terminates when the funding for the project ends or either party may terminate this Master Agreement by providing written notice of not less than thirty (30) days to the other party.

12. **MASTER DATA SHARING AGREEMENT.** The purpose of data sharing agreement ("DSA") is to facilitate the creation, exchange, and maintenance of individual and population-level data sets associated to the SDPN project between SYSD and SBCS staff and its program partners (See Attachment G for list of partners). Shared data will serve to track individual and family participation in SDPN programs, participant characteristics, and program outcomes. Participation in this DSA on the part of SYSD entails providing individual-level and individually identifiable data to SBCS for linkage with similar data from other SDPN Partners. These data will be used for the following purposes:
    a. For inclusion in the SDPN case management system, which is used by SBCS and its other SDPN partners to coordinate, manage, track, and report on the services provided by SBCS and its other SDPN partners to individuals and families. SYSD agrees to allow SBCS to disclose personally identifiable information received from SYSD provided that (i) appropriate consent or authorization has been obtained from the individual or the individual's parent or guardian; and (ii) access to the data is limited to persons who sign the confidentiality statement in Attachment A.
    b. For research and evaluation purposes to study and report on the impact of SDPN on individuals and families, as described in Attached (F)
    c. For reporting measures of participant characteristics, program participation, and outcomes to project funder and its authorized contractors ("Funder"). Data reported to the Funder will include (i) aggregated summary indicators of participant characteristics, program participation, and outcomes and (ii) de-identified, individual-level data and information on participant characteristics, program participation, and outcomes that will be used by the Funder to conduct studies on the Promise Neighborhood program.

13. **DESCRIPTION OF DATA SHARING.**
    a. **Primary Data Set.** Data shared by SYSD with SBCS under this Master Agreement shall be limited to the data elements specifically defined and authorized by SYSD, as listed in Attachment B to this Master Agreement. The specific record and file formats of the Primary Data Set will be as negotiated between SYSD and SBCS representatives. SYSD agrees to make its best efforts to provide any updates to the Primary Data Set in a consistent, agreed-upon record and file format.
    b. **Adding to the Primary Data Set.** Subject to applicable law, and provided there is mutual agreement of the Parties to this Master Agreement, content of the Primary Data Set(s) may also include other records mutually agreed upon by SYSD and SBCS to be necessary and appropriate for the proper execution of the DSA or any approved data use executed under this Master Agreement.

14. **TIMING AND FREQUENCY OF DATA UPDATES.** SYSD agrees to provide the data as specified in Attachment B to this Master Agreement, with specific timing of updates to be negotiated between designated representatives of SYSD and SBCS.

15. **CUSTODIAL RESPONSIBILITY AND CONTRACT AND DATA MANAGEMENT (CDM).**
    a. The parties mutually agree that SBCS will be designated as Custodian of the raw and linked data sets and will be responsible for the observance of all conditions for use and for establishment and maintenance of security arrangements as specified in this agreement to prevent unauthorized use.
    b. Unless otherwise stated or modified in this agreement, data will be managed, linked, and stored as specified in Attachment C to this agreement. While SBCS will make its best efforts to facilitate the secure transmission of data from SYSD to SBCS, SBCS is not responsible for ensuring the internal or network security of SYSD or for any breaches of security occurring prior to the confirmed receipt of data by SBCS.
    c. SBCS is hereby informed and agrees that SYSD will release data under this agreement only upon the condition that SBCS will not disclose the information to any other party not listed in this agreement and will not use the information for any purpose other than the purposes specified in this agreement. Further, SBCS agrees to fully cooperate with SYSD in the event that an adult individual or the parent or guardian of a child under 18 years old requests the opportunity to review his/her personally identifiable information disclosed to SBCS by SYSD or wishes to revoke their consent to data sharing with SBCS. SBCS also agrees to notify SYSD in the event it obtains written consent for data sharing with SBCS, a revocation of consent to share data with SBCS, or a request to review personally identifiable information stored by SBCS from an adult or parent/guardian of a child under 18 years old.
    d. SYSD agrees not to release any data it receives from SBCS or one of the other SDPN partners as a result its participation in this agreement to any third parties not specifically authorized to have access to such data under this agreement.

16. **ROLES AND RESPONSIBILITIES IN DATA SHARING.** SBCS agrees to provide appropriate staff support to execute its quality assurance, data management, custodial responsibilities, and analysis under this agreement. SYSD agrees to provide appropriate staff support to create and transmit to SBCS the Primary Data Sets as specified in Attachment B to this agreement.
    a. The following staff members are assigned to roles related to the proper management, processing, and distribution of the data under this Master Agreement, as described in Attachment C, Section 2, to this agreement.

Organization	Role	Name	Contact Information
San Ysidro School District	Coordinator of Pupil Services	Veronica Medina	E-mail: veronica.medina@sysdschools.org Phone: (619) 428-4476
SBCS Corporation (SDPN)	Program Manager	Jose Mireles	E-mail: jose.mireles@csbcs.org Phone: (619) 495-9957
SBCS Corporation (SDPN)	Contract & Data Manager (CDM) Associate	Leslie Flores	E-mail: lflores@csbcs.org Phone: (619) 420-3620
SBCS Corporation (SDPN)	Data Manager	Obed Contreras	E-mail: ocontreras@csbcs.org Phone: (619) 420-3620

b. SBCS or other SDPN partners may involve one or more student research assistants, working under close supervision, to assist in a support role with various tasks under this agreement and any approved data use agreements executed under this agreement.

17. **PERMISSIBLE DATA USE, LINKING AND SHARING UNDER THIS MASTER AGREEMENT**. All data shared as part of this agreement and any related data use agreements remain the property of the SYSD. This agreement represents and warrants that data covered under this agreement shall not be disclosed, released, revealed, showed, sold, rented, leased, or loaned to any person or organization except as (1) specified herein, (2) approved in an executed data use agreement, (3) otherwise authorized in writing by SYSD, or (4) required by law. Access to the data covered by this agreement shall be limited to the minimum number of individuals necessary to achieve the purpose stated in this section and to those individuals on a need-to-know basis only. Each person not employed by SBCS who is authorized to receive personally identifiable information (Data Recipients) shall sign Attachment A acknowledging that s/he shall comply with the restrictions within this agreement on disclosure of such data. Notwithstanding these exceptions, SBCS understands and agrees that it will not, under any circumstances, disclose personally identifiable information from the records it receives from SYSD to any other party not subject to this agreement except as specified herein without prior written consent, and SBCS understands and agrees that it will not use the information for any purpose other than the purposes for which the disclosure was made.
    a. **Authorized Linkage and Data Transfers of Data-Contributing Organizations for Program and Site Management**. Access to limited identifiable individual-level data will be restricted to a tightly controlled data stream of "need to know" users at end service points and carefully selected organizational administrators to see this data. Only records with a signed consent or authorization agreement (included in this agreement as Attachments D and E) will be transmitted for this purpose.
    b. **Authorized Linkage and Data Transfers of Data-Contributing Organizations for Research and Evaluation**. Uses of this data apply only to de-identified data released to

the SBCS Data Analyst(s) for use in evaluating the overall and community impact of the SDPN program components over time.

c. **Termination**. In the event of the termination of this Master Agreement between the SBCS and SYSD, SBCS shall (1) delete all Primary Data Sets containing individually identifying information obtained under this agreement; and (2) certify in writing within five (5) business days that all copies of the data stored on local servers, backup servers, backup media, or other media have been permanently erased or destroyed.

18. **NO WARRANTY FOR DATA OR LINKAGE QUALITY**. Both the accuracy of record linkage and the utility of administrative data for research and analytical purposes are dependent on the quality and consistency of the source data. Although SBCS will use reasonable efforts to promote accurate record linkage and the creation of appropriate data sets for analysis, no warranty is made as to the achievement of any particular match rate nor as to the ultimate accuracy or utility of any data contributed under this agreement.

19. **PUBLICATION AND DISSEMINATION OF DATA RESULTS**. SBCS shall provide SYSD with copies of written reports, analysis, or visuals produced or derived in whole or in part from SYSD data prior to public dissemination. Copies shall be submitted to SYSD Site Coordinator as specified in Section 6 of this Master Agreement.

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

For SBCS Corporation:

Signature: _____

Date: 8/26/24

By: Kathryn Lembo

Title: President & Chief Executive Officer

SBCS Corporation, a California nonprofit public benefit corporation, Tax ID Number: 95-2693142

Address: 430 F Street
Chula Vista, CA 91910

For San Ysidro School District:

Signature: _____

Date: AUG 28 2024

By: Dr. Gina A. Potter, Ed.D.

Title: Superintendent

San Ysidro School District

Address: 4350 Otay Mesa Road
San Ysidro, CA 92173

SEP 12 2024

ATTACHMENT 1: SCOPE OF WORK

SBCS Corporation and **San Ysidro School District** intend to collaborate on the provision of the scope of work as described herein.

1. **SBCS Corporation agrees to:**
   a. Act as lead agency for administration and management of the San Diego Promise Neighborhood (SDPN) project; provide staff to manage, implement, and oversee the day-to-day operations of the SDPN project, and coordinate project partners and hold all project partners accountable.
   b. Subject to funding, provide programming described in Attachment G that provides services to students and parents in the areas of early learning, academic support, attendance intervention, college/career pathway awareness and readiness, and parent/community engagement.
   c. Provide and coordinate a continuum of services to the children and families identified by the project.
   d. Coordinate data collection and reporting to funders for the project, working closely with data and evaluation partners on client tracking as well as process and outcome evaluation.
   e. Commitment to participate in community practice and fundraising for the project.

2. **San Ysidro School District agrees to:**
   a. Provide access, referral, and coordination services to the children and families identified by the project as at-risk or in need at the district schools located within our target area.
   b. Participate in regularly scheduled committee meetings, as appropriate
   c. Provide data and information relative to the project for purposes of evaluation, funder reporting, and measurement of components of the project.
   d. Provide an in-kind match totaling $400,000 for space staff time, and services to support student educational progress

3. **Value of Services.** No money or other consideration shall be transferred between the parties.

4. **Locations.** The services will be provided to the locations of SYSD listed below. All personal property of each party that is brought to the location in order to fulfill any of its obligations under this MOU shall remain the personal property of such party.

San Ysidro School District (SYSD)
Smythe Elementary School
Willow Elementary School
San Ysidro Middle School

ATTACHMENT NO. 2

INSURANCE REQUIREMENTS

INSURANCE – SBCS and SDPN Project Partners (hereinafter referred as SBCS) shall comply with the following insurance provisions, unless one or more paragraphs are specifically waived by the District in writing.

(1) Time for Compliance. SBCS 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, SBCS shall not allow any Project Partners or employee to commence work until it has provided evidence satisfactory to the District.

(2) Minimum Requirements and Limits. SBCS 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 SBCS, 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.

   The CGL policy shall contain the following endorsements, which shall accompany the Certificate of Liability:

   - An Additional Insured endorsement using ISO form CG 20 26 04 13or a form at least as broad naming the San Ysidro School District, its elected and appointed officials, officers, agents and employees as Additional Insureds or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT and must contain Policy # and Insured's name.
   - A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the San Ysidro School District shall be excess and non-contributing.

2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if SBCS 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 waiving all rights of subrogation again the San Ysidro School District, its elected and appointed officials, officers, agents and employees or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT and must contain Policy # and Insured's name.

4. **Professional Liability (Errors and Omissions):** Insurance appropriates to the SBCS's profession, with limit no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate. *(If applicable – see footnote next page)*

5. **Improper Sexual Conduct:** $1,000,000 per occurrence with an aggregate of not less than $2,000,000 for damages because of bodily injury by reason of negligent hiring and supervision. May be included under General Liability. Must be reflected on the Certificate of Liability.

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 SBCS's employees, officials and agents. Coverage shall apply to any dishonest, fraudulent, malicious or criminal use of SBCSs or computer system or to obtain financial benefit for any party; to steal, take or provide unauthorized access of electronic data, including publicizing confidential electronic data or causing confidential electronic data to be accessible to unauthorized persons; transfer and for Third-Party Liability encompassing judgements or settlement and defense costs arising out of litigation due to a data breach and data breach response costs for customer notification and credit monitoring service fees.

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

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 SBCS 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 SBCS's/Project Partners'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 **SBCS'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 SBCS'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
SBCS/Project Partners/Subcontractor hereby grants to the San Ysidro School District a waiver of any right to subrogation which any insurer of said SBCS may acquire against the District by virtue of the payment of any loss under such insurance. SBCS 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 SBCS 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 SBCS must purchase "extended reporting" coverage for a minimum of ***five (5)*** years after completion of work.

Verification of Coverage
SBCS/Project Partners/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 SBCS'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.

Master Data-Sharing Agreement

Attachment A: Staff Confidentiality Pledge

Assurance of Confidentiality

The San Diego Promise Neighborhood (SDPN) assures all SDPN participants and SDPN partner organizations that the information they release to SDPN will be held in the strictest confidence and that such information will only be disclosed to authorized persons in a specified manner. Access to the SDPN data is by consent of the participants who have been guaranteed confidentiality and assured that their personally identifiable information will only be used in a manner consistent with the terms of their consent.

I have carefully read and understand this assurance that pertains to the confidential nature of all information and records to be handled by SDPN. I have read a copy of the SDPN Confidentiality and Data Security Safeguards Plan [Attachment C] and I understand that I must comply with all of the requirements of that plan. As an employee of _____, I understand that I am prohibited from disclosing any such confidential information which has been obtained from SDPN or one of the SDPN partner organizations to anyone other than authorized staff, and I agree to follow the data security procedures outlined to me during training. If I have any questions regarding the application of such procedures to any particular situation, I will consult with my supervisor prior to taking any action. I understand that any willful and knowing disclosure of information released to this study may subject me to disciplinary action, up to and including termination of employment.

_____

(Print Your Name) (Signature)

_____

(Organization)

_____

(Date)

Master Data-Sharing Agreement

Attachment B: Data Specification

Table 1 and Table 2 below show the primary data set elements to be shared with San Diego Promise Neighborhood under this Master Data-Sharing Agreement. Data elements apply to participating schools and grades in the San Diego Promise Neighborhood. Data elements are subject to change based on requirements by funder.

Table 1: Individual-Level Data
The individual-level data elements below apply only for students with signed FERPA consent.

Demographics and General Information	Population	Purpose	Frequency
1. Student ID 2. Full student name 3. Parent name 4. School enrollment 5. Grade level 6. Student Address 7. Date of Birth 8. Gender 9. Ethnicity 10. English Language Learner status 11. Telephone listing	Kinder 1st Grade 2nd Grade 3rd Grade 4th Grade 5th Grade 6th Grade 7th Grade 8th Grade	To coordinate services across multiple programs and evaluation of programs. Evaluation is based on comparison between students who receive services and students of similar background who have not received services.	Beginning of first semester Quarterly (for new students only)
Academics	**Population**	**Purpose**	**Frequency**
1. GPA 2. Achieve 3000 assessment results 3. Local measure assessment results	As applicable for: 3rd Grade 4th Grade 5th Grade 6th Grade 7th Grade 8th Grade	To identify students in need of academic support in specific subjects and evaluate academic support programs.	Quarterly
1. Student transcripts	As applicable for: 7th Grade 8th Grade	As part of the Student Success Planning for students enrolled in the Academic Advocate program and support academic needs.	Twice a year, at end of school semester
1. CAASPP / Smarter Balance Test Results	3rd Grade 4th Grade 5th Grade 6th Grade	For evaluation purposes. To determine if students receiving services are demonstrating progress.	Annually, upon release of official results

	7th Grade 8th Grade		
Attendance	**Population**	**Purpose**	**Frequency**
1. Daily attendance record	3rd Grade 4th Grade 5th Grade 6th Grade 7th Grade 8th Grade	As part of the Attendance Intervention services, to identify students with attendance issues and provide services and support. To also measure intervention progress and daily tracking.	Daily

Table 2: Population-Level Data
Data elements below are separated and reported for each of the grade groups for every school.

Enrollment, Attendance, Mobility	Population	Purpose	Frequency
1. Number of students enrolled. 2. Attendance Rates 3. Chronic Absenteeism Rates 4. Total number of days enrolled 5. Total number of students enrolled 6. Total number of students absent 10% or more of days enrolled. 7. Entries and withdrawals. 8. Mobility rates.	3rd Grade 4th Grade 5th Grade 6th Grade 7th Grade 8th Grade	Reporting to funder and evaluation purposes.	Twice a year: • End of 1st semester • End of 2nd semester
Proficiency	**Population**	**Purpose**	**Frequency**
1. Total number of students at or above grade level in English Language Arts. • *Source: CAASPP/Smarter Balance* 2. Total number of students who take the English Language Arts assessment. • *Source: CAASPP/Smarter Balance*	3rd Grade 4th Grade 5th Grade 6th Grade 7th Grade 8th Grade	Reporting to funder and evaluation purposes.	Annually, upon release of official results

3. Total number of students at or above grade level in Math. • *Source: CAASPP/Smarter Balance* 4. Total number of students who take the Math assessment. • *Source: CAASPP/Smarter Balance*			
1. Lexile scores • *Source: Achieve 3000*	As applicable for: Kinder 1st grade 2nd grade 3rd Grade 4th Grade 5th Grade 6th Grade 7th Grade 8th Grade	Reporting to funder and evaluation purposes	Monthly: 5th of every month

Master Data-Sharing Agreement

Attachment C: SDPN Confidentiality and Data Security Safeguards Plan - Standard Protocols and Procedures for the Use, Management, and Custodial Responsibilities for Identifiable and Linked Primary Data Sets and Other Data Sources Eligible for Linkage

This document describes protocols, policies and procedures for the use, management, and custodial responsibilities for SBCS Corporation as the lead agency for the San Diego Promise Neighborhood ("SDPN") and San Diego Promise Neighborhood Partner San Ysidro School District ("SDPN Partner") when accessing data meeting one or more of the following criteria:

- Data are in the form of individual records containing personally identifying information;
- Data are HIPAA (Health Insurance Portability and Accountability Act) or FERPA (Federal Education Rights and Privacy Act) protected;
- Data are shared by one or more SDPN partners with the understanding and intent that records from the contributed data sets will be linked with records from other SDPN partners; or
- Data were provided under the terms of a Master Data-Sharing Agreement between SDPN and the SDPN Partner and/or through obtaining consent or authorization from individuals to disclose their data.

This document will act as a core component to all agreements entered into between SDPN and the SDPN Partner, in which data meeting any of the above criteria are shared and will define how individual-level data will be secured and managed.

POLICY AND PROCEDURES FOR DATA SHARING

1. **Terms and Definitions.**

   1.1. **User.** Includes any person with access to covered data. Teachers and site coordinators are considered users.

   1.2. **Public Information** is information that can be freely given to anyone.

   1.3. **Sensitive Information** is all information which is confidential, private, personal, or otherwise sensitive in nature. Sensitive Information includes the following:

      1.3.1. **Personally Identifiable Information** includes an individual's name; address; date of birth; social security number; driver license or state ID number; student ID number assigned by a school district, local education agency, or state education agency; financial account number with the associated PIN; and DNA or any biometric identifier.

      1.3.2. **Legislatively Protected Data** are data subject to some government regulation or oversight. This includes, but not limited to, data containing information which is regulated under

- The Family Educational Rights and Privacy Act (FERPA)—student education records
- The Health Insurance Portability and Accountability Act (HIPAA)—individually identifiable health information

1.3.3. **Other Sensitive Data** are data where unauthorized disclosure could lead to a business, financial, or reputational loss. Examples include all intellectual property, research results, or information protected by a confidentiality agreement.

2. **User Roles and Functions in Relation to Covered Data.** For any Master Data-Sharing Agreement(s) executed under the terms of this document, SDPN and the SDPN Partner will assign (where applicable) an appropriate and qualified staff member for any of the following roles as specified in the Master Data-Sharing Agreement(s). SDPN and the SDPN Partner will inform each other in writing of the staff member(s) assigned to each role as well as to any changes in staffing for these roles. Parties agree that roles specified below may be performed by one or more staff.

2.1. **Program Manager – Promise Neighborhood.** The Program Manager has supervisory authority across and is ultimately responsible for all tasks related to the management of data under this Agreement. Director works in conjunction with CDM Associate, Data Manager, and Coordinator to implement the requirements under this Agreement.

2.2. **Contract & Data Management (CDM) Associate.** The CDM Associate is responsible for all tasks related to the Master Data-Sharing Agreements and any Business Associate Agreements, and ensures compliance with all applicable agreements and regulatory requirements. The CDM Associate is responsible for obtaining and maintaining all signed forms currently required under this Agreement. The CCDM Associate reports any compliance issue or breach to the SDPN Director and SDPN Data Manager.

2.3. **Data Manager.** The Data Manager will be primarily responsible for (1) creating and maintaining appropriate data structures for secure warehousing of Primary Data Sets; (2) facilitating secure transmission of Primary Data Sets between SDPN and the SDPN Partner; (3) executing appropriate algorithms to standardize identifying data fields, de-identify Primary Data Sets, and create unique linking IDs; (4) developing and executing appropriate data queries from Primary Data Sets to create linked, de-identified, and/or limited data sets; (5) monitoring and maintaining the server equipment and its security and overseeing regular data backups; (6) performing deletion or destruction of covered Primary Data Sets upon termination of applicable Agreements; and (7) deleting or permanently encrypting and archiving individually identifying data elements within an active Primary Data Set once it is determined that these elements are no longer needed in "clear text" (unencrypted) format to facilitate accurate record linkage. The Data Manager is responsible for training staff with access to data covered under this Agreement. The Data Manager is responsible for the day-to-day management of data released under this Agreement including tasks related to preserving the confidentiality and security of identifiable information. The Data Manager reports any compliance issue or breach to the Director and CDM Associate.

2.4. SDPN Partner Coordinator. The Coordinator is responsible for coordinating the provision of data in accordance to Attachment B of this Agreement and supporting efforts to collect consent forms at each of the SDPN Partner's sites. The Coordinator reports any compliance issue or breach directly to the Director and Data Manager.

3. Data Set Creation and Delivery

3.1. All creation, use, and/or transmittal of linked, de-identified, and/or limited data sets created under this Agreement are subject to the specific terms of the Master Data-Sharing Agreement and any applicable Data Use Agreements. Under no circumstances will any data sets subject to the terms of this document be released to any party (including use by SDPN Partner) unless the proposed use of the data set is explicitly authorized, either as part of Master Data-Sharing Agreement(s) executed by SDPN and the SDPN Partner or by the execution of an approved Data Use Agreement covering the proposed program and site management uses of the limited data set by all SDPN partners whose data are included in the data set requested.

3.2. SDPN and the SDPN Partner will transmit covered data in electronic form via secure file transfer protocol procedure.

3.3. The Support Consultant provides access to covered data in electronic form to SDPN and the SDPN Partner via a web-enabled password-protected site.

4. Confidentiality and Data Security Safeguards

4.1. SDPN and the SDPN Partner agree to establish appropriate administrative, technical, and physical safeguards to protect the confidentiality of the data and to prevent unauthorized use or physical or electronic access to it, and to report violations of this Agreement. Appropriate administrative, technical, and physical safeguards include, but are not limited to

4.1.1. Users must not save Sensitive Information on personal computers that are not approved for storage of such information. If Sensitive Information is stored on a personal computer, then all reasonable safeguards and security procedures shall be employed.

4.1.2. Users shall put in place reasonable safeguards and security procedures for its environment, including, but not limited to, using password-protected computers, prohibiting password sharing among users, prohibiting unauthorized data downloads and distribution of data; requesting that users do not leave computer unattended and/or set a timeout to lock an unattended computer, installing antivirus software with current updates and a supported operating system with current patches and updates.

4.1.3. SDPN and the SDPN Partner shall provide periodic training for staff on internal security policies and procedures, and on applicable state and federal legal requirements for protecting the privacy of individuals.

5. Compliance

5.1. Compliance with this Agreement includes, but is not limited to

5.1.1. A confidentiality statement form included as Attachment A to the Master Data-Sharing Agreement and signed by SDPN staff and the SDPN Partner staff acknowledging that s/he shall comply with the restrictions within this Agreement on disclosure of such data, and will not use the information for any purpose other than the purpose for which the disclosure was made.

5.1.2. Integrity Audits. To ensure compliance of this Agreement and the protection of Sensitive Information, the SDPN Data Manager and the CDM Associate shall have the right to make, via designated staff, visits to the SDPN Partner for purposes of reviewing the security arrangements and safeguards with respect to Sensitive Information. The SDPN Partner will fully and promptly cooperate with the SDPN Data Manager and the CDM Associate and will assist them in completing those inspections.

5.2. SDPN or the SDPN Partner may temporarily suspend, block, or restrict access to Sensitive Information when it reasonably appears necessary to do so to protect the integrity, security, or functionality of Sensitive Information or to protect the organization(s) from liability.

5.3. **Statutory Breaches.** If at any time a SDPN or SDPN Partner staff member determines that there has been a breach of the security protocols or violation of this Agreement (including, but not limited to any unauthorized release, access, use, or modifications of covered data), the staff shall promptly take such reasonable steps as are necessary to prevent any future similar breaches and promptly notify the CDM Associate and/or the SDPN Data Manager of the breach. The SDPN Data Manager will identify the steps taken to prevent any future similar breaches and report to the SDPN CDM Associate within 24 hours of the discovery of any such breaches.

5.4. **Reported Violations.** The SDPN Data Manager and the CDM Associate will issue a report identifying any privacy and security breach on covered data by a staff member of SDPN or the SDPN Partner. SDPN or the SDPN Partner, as applicable, will have five (5) business days to comply and put in place corrective measures to prevent any future similar breaches. Failure to comply within this time frame will result in temporary or permanent termination of access to covered data and possibly termination of the Master Data-Sharing Agreement.

6. **Disposition of Data at Termination of Agreement.** In the event of the termination of the Master Data-Sharing Agreement between SDPN and the SDPN Partner or otherwise specified in the Master Data-Sharing Agreement, SDPN and the SDPN Partner shall (1) delete all personally identifiable information from the Primary Data Sets obtained under this Agreement; and (2) certify in writing within five (5) business days that all copies of the data stored on local servers, backup servers, backup media, or other media have been permanently erased or destroyed.

Master Data-Sharing Agreement

Attachment D: Authorization Agreement

San Diego Promise Neighborhood Authorization Agreement for Data Disclosure and Sharing of Protected Health Information

By signing this agreement, you give your authorization to disclose and share personally identifiable protected health information of the person listed below with authorized partners in the San Diego Promise Neighborhood program initiative, of which SBCS Corporation is the lead agency for the San Diego Promise Neighborhood project (SDPN). The purpose of sharing this information is to allow SDPN to provide well-informed, coordinated services to participants and their families, to conduct ongoing evaluation and improvement of programs to better serve the community, and to report results of programs and activities to residents, partners, and funders.

The San Diego Promise Neighborhood project takes every precaution to protect personally identifiable health information from unauthorized use or disclosure. Health information obtained on persons shall not be published in a manner that will lead to the identification of any individual. This health information is used solely for service provision and program evaluation purposes and personally identifiable information shall not be further re-disclosed to third parties not covered by this Authorization Agreement without your prior written authorization.

I understand that the records to be disclosed and shared with San Diego Promise Neighborhood will be limited to:

- Number and dates of health care visits
- Immunization records
- Health issues reported to school that are specifically impacting attendance

Furthermore, I authorize that the following parties may obtain the health information described above stripped of any and all direct identifiers:

- The U.S. Department of Education and its authorized contractor(s).

This entity list is subject to change. For up to date information and questions, please contact the San Diego Promise Neighborhood at 430 F Street, Chula Vista CA 91910, telephone (619) 420-3620. Signing this agreement constitutes the granting of authorization for disclosure of protected health information under the Health insurance Portability and Accountability Act (HIPAA).

EXPIRATION OF AUTHORIZATION

This Authorization expires at the end of the San Diego Promise Neighborhood program initiative.

NOTICE

Certain organizations and individuals such as hospitals, physicians and health plans are required by law to keep your health information confidential. If you have authorized the disclosure of your health information to someone who is not legally required to keep it confidential, it may no longer be protected by state or federal confidentiality laws.

YOUR RIGHTS

- You may refuse to sign this Authorization. Your refusal will not offset your ability to obtain services, treatment, payment, enrollment or eligibility for benefits

- You may revoke this authorization at any time. Your revocation must be in writing, signed by your or your representative and delivered to: SBCS Corporation – Promise Neighborhood Program, 430 F. Street, Chula Vista, CA 91910. Your revocation will be effective upon receipt, but will not be effective to the extent that others have acted in reliance upon this Authorization.
- You are entitled to receive a copy of this Authorization.

Please complete sections A or B, as appropriate, and sign C below.

A. FOR PARENT/GUARDIAN OF CHILD UNDER 18 YEARS OLD (please print clearly)

I, _____ _____
Print Parent/ Guardian First Name **Print Parent/ Guardian Last Name**

as the **(check one) ☐ Parent, ☐ Guardian, or ☐ in loco parentis of**

_____ _____
Print Child's Legal First Name **Print Child's Legal last Name**

authorize the release of personally identifiable health information of the Child named above, subject to the terms of this Authorization Agreement.

B. FOR ADULT 18 YEARS OR OLDER (please print clearly)

I, _____ _____
Print First Name **Print Last Name**
authorize the release of my personally identifiable health information, subject to the terms of this Authorization Agreement.

C. By signing this Authorization Agreement, I agree that I have read and understood the above and agree to all of the above statements. I understand that signing this Authorization Agreement is voluntary and is not a condition for receiving services from the San Diego Promise Neighborhood project. This Authorization Agreement is valid for the duration of the San Diego Promise Neighborhood initiative. I maintain the right to revoke this Authorization at any time by contacting SBCS Corporation – Promise Neighborhood in writing at 430 F Street, Chula Vista, CA 91910.
Signature _____ Date _____

Master Data-Sharing Agreement

Attachment E: Consent Agreement

San Diego Promise Neighborhood Consent Agreement for Data Disclosure and Sharing (Education Records)

By signing this Consent Agreement, you give your consent to disclose and share personally identifiable protected education information on the person listed below with authorized partners in the San Diego Promise Neighborhood program initiative, of which SBCS Corporation is the lead agency for the San Diego Promise Neighborhood project (SDPN). The purpose of sharing this information is to allow SDPN to provide well-informed, coordinated services to participants and their families, to conduct ongoing evaluation and improvement of programs to better serve the community, and to report results of programs and activities to residents, partners, and funders.

The San Diego Promise Neighborhood project takes every precaution to protect personally identifiable information from unauthorized use or disclosure. Information obtained on persons shall not be published in a manner that will lead to the identification of any individual. This information is used solely for service provision and program evaluation purposes and identified information shall not be further re-disclosed to third parties not covered by this Consent Agreement without your prior written consent.

I understand that the records to be disclosed and shared with San Diego Promise Neighborhood will be limited to:

Demographic and General Information	Academic Student Information
• Student Identification Number • Student Name • Parent Name • School Enrollment and Grade Level • Student Address • Date of Birth • Gender and Ethnicity • Phone Number	• GPA • Achievement 3000 results • Local measure & assessment results • Student transcripts (for students enrolled in the college/career pathway programs) • State assessment results • Daily attendance records • English Language Learner status • Classroom performance and behavior

Furthermore, I consent that the following parties may obtain the information described above stripped of any and all direct identifiers:

- The U.S. Department of Education and its authorized contractor(s).

This entity list is subject to change. For up to date information and questions, please contact SBCS Corporation – Promise Neighborhood at 430 F Street, Chula Vista CA 91910, telephone (619) 420-3620. Signing this agreement constitutes the granting of consent for disclosure of protected education information under the Family Educational Rights and Privacy Act (FERPA).

Please complete sections A or B, as appropriate, and sign C below.

A. FOR PARENT/GUARDIAN OF CHILD UNDER 18 YEARS OLD (please print clearly)

I, _____ _____
Print Parent/ Guardian First Name **Print Parent/ Guardian Last Name**

as the (check one) ☐ Parent, ☐ Guardian, or ☐ in loco parentis of

_____ _____
Print Child's Legal First Name **Print Child's Legal last Name**

consent to the release of personally identifiable information of the Child named above, subject to the terms of this Consent Agreement.

B. FOR ADULT 18 YEARS OR OLDER (please print clearly)

I, _____ _____
Print First Name **Print Last Name**

consent to the release of my personally identifiable information, subject to the terms of this Consent Agreement.

C. By signing this Consent Agreement, I agree that I have read and understood the above and consent to all of the above statements. I understand that signing this Consent Agreement is voluntary and is not a condition for receiving services from the San Diego Promise Neighborhood. This Consent Agreement is valid for the duration of the San Diego Promise Neighborhood project. I maintain the right to discontinue this permission at any time by contacting SBCS Corporation – Promise Neighborhood at 430 F Street, Chula Vista, CA 91910 telephone 619 420-3620.

Signature _____ Date _____

SBCS Corporation
San Diego Promise Neighborhood Informed Consent

SBCS Corporation (SBCS) would like to invite you to participate in the study portion of the San Diego Promise Neighborhood (SDPN) Project. The study will show how the Promise Neighborhood project is doing in supporting children to achieve their goals of attending college. This form gives information about SDPN and the study. At the end of the form, you can tell us whether you would like to participate in the study.

What is SDPN? SBCS received a federal grant to lead the implementation of SDPN. SDPN's purpose is to provide comprehensive services to families living or attending schools in San Ysidro and Barrio Logan/Logan Heights communities in order to support children in achieving their educational goals. A wide variety of services are available to parents and youth including tutoring, preschool, transitions to kindergarten, parenting education, workforce development and employment, nutritional and health support, prenatal support, and additional educational resources.

What is the study portion of SDPN? It is important to know if SDPN is helpful and is serving the individuals it is supposed to. To do this, information needs to be gathered to understand how the services are being delivered, who is receiving them, and if they are helping parents and children achieve their educational goals. Data will be gathered from school records and surveys. All reporting of gathered data will utilize a unique ID and researchers cannot track back to individual participants or students.

Who is conducting the study? SBCS is required to collect information as part of the grant process and is the lead agency in gathering the information. In addition, San Diego Association of Governments (SANDAG) which is the research partner on the project is guiding the process and will be analyzing the information. SANDAG has over 35 years of experience conducting research and has an excellent reputation for assisting programs in learning what works and what does not.

What are the risk and benefits to participating in the study? There are minimal anticipated risks and benefits to your participation of the study. While all measures will be taken to ensure your privacy, it is possible that information you share could be disclosed to others. There are no direct benefits from taking part in the study since you will receive services even if you choose not to participate; however, the information provided will help improve services provided to the community. The study is completely voluntary and you and/or your child(ren) can withdraw from the study at any time. You and/or your child(ren) will not be denied services if you choose to not participate in the study.

What will be done to protect me and/or my child(ren)'s privacy? Maintaining you and/or your child(ren)'s privacy is very important to us and every lawful effort will be made to keep your information private. No names will be entered with the information; rather a unique identification number will be used. Our research partner, SANDAG, has strict security measures which include storing information on a double password protected site and storing hard copies in a locked room in a double locked filing cabinet. SBCS trains all SDPN staff and SDPN partners to follow strict rules to protect you and/or your child(ren)'s privacy and requires each staff member sign a confidentiality agreement to protect the privacy of all study participants. Hard copies of documents are continuously secured in locking file cabinets and electronic files are stored on a secure network, on password-protected devices.

Additionally, the database software used in the study follows strict management and security protocols that protect your personal information. Only the people that are working with you and/or your child(ren) in the program or doing the study will have access to the information. No one else will see you and/or your child(ren)'s answers to the assessments, and all personal information will be kept separate from the survey answers.

There is little risk of survey answers and personal information being seen by people who do not have permission, but we have many safety measures in place to prevent this from happening. The researchers doing the study will never identify study participants in their reports. When a report is created, the information that you and/or your child(ren) provide will be combined and reported with information from everyone in the study so there will not be a way to identify whose answers are being reported. The data gathered as part of this project will be shared with the funder, The United States Department of Education and its authorized contractors for reporting and analyses purposes. However, we will exclude names and contact information from the data to increase your privacy.

What will I or my children be asked to do if I/we take part in the study? The project is funded for five years and your participation in the study will last through 2023 or until you stop participating in SDPN, whichever comes first. If you agree to the study, you and/or your child(ren) will be asked to complete an initial intake assessment and then the same assessment one time each year while you are participating. In addition to basic demographic information (e.g. race, age, and marital status), school data will also be collected to measure change in attendance and grades, as well as average test scores. Finally, some of the services have pre- and post-surveys to measure how helpful the program was to its participants. All information gathered will be confidential and every effort will be made to keep your information private. You and/or your child(ren) will be given a unique ID number and your name(s) will not be entered with the information you provide.

Who should I contact if I have any questions about the study? If you have any questions about your participation in this study, contact the Promise Neighborhood Director at 430 F Street, Chula Vista, CA 91910, telephone (619) 420-3620.

BELOW ARE THREE PERMISSION OPTIONS: (A) AGREE FOR YOUR CHILD(REN) TO PARTICIPATE IN THE STUDY; (B) AGREE FOR YOU TO PARTICIPATE IN THE STUDY; (C) AGREE FOR BOTH YOU AND YOUR CHILD(REN) TO PARTICIPATE IN THE STUDY (COMPLETE SECTIONS A & B).

A. FOR PARENT/GUARDIAN OF CHILD(REN) UNDER 18 YEARS OLD (please print clearly)

Permission to Participate in the Study

I have read and understood the study that is being conducted by SBCS Corporation and their partners. Any questions that I have asked have been answered to my satisfaction. I understand a copy of this form will be made available to me for relevant information and phone numbers. I maintain the right to discontinue this permission at any time without prejudice or negative consequences to my receiving services by contacting the San Diego Promise Neighborhood at 430 F Street, Chula Vista, CA 91910, telephone (619) 420-3620. I understand that the information will be used only for the purposes of the study and will be kept strictly confidential.

☐ Yes, I agree to allow my child to participate in the study.

☐ No, I do NOT agree to allow my child to participate in the study.

I, _____ _____

Print Parent/ Guardian Name **Parent/ Guardian Signature**

as the (**check one**) ☐ **Parent,** ☐ **Guardian,** or ☐ **in lieu of**

_____ _____

Print Child's Legal First Name **Print Child's Legal last Name**

_____ _____

Print Child's Legal First Name **Print Child's Legal last Name**

_____ _____

Print Child's Legal First Name **Print Child's Legal last Name**

_____ _____

Print Child's Legal First Name **Print Child's Legal last Name**

_____ _____

Print Child's Legal First Name **Print Child's Legal last Name**

DATE_____ Witness _____

B. FOR ADULTS 18 YEARS OR OLDER (please print clearly)

Permission to Participate in the Study

I have read and understood the study that is being conducted by SBCS and their partners. Any questions that I have asked have been answered to my satisfaction. I understand a copy of this form will be made available to me for relevant information and phone numbers. I maintain the right to discontinue this permission at any time without prejudice or negative consequences to my receiving services by contacting the San Diego Promise Neighborhood at 430 F Street, Chula Vista, CA 91910, telephone (619) 420-3620.
I understand that the information will be used only for the purposes of the study and will be kept strictly confidential.

☐ Yes, I agree to participate in the study.

☐ No, I do NOT agree to participate in the study.

I,_____ _____
Print Name **Signature**

I,_____ _____
Print Name **Signature**

DATE_____ Witness _____

Attachment G: San Diego Promise Neighborhood Programs and Partnerships

Program Implemented by Lead Organization

Program Name:	Universidad de Padres	**Service Provider:**	SBCS
Target Population:	Parents of children age 0-5	**Participating School:**	Open to parents in SYSD schools
Point of Contact:	Veronica Partida, Program Coordinator, SBCS, vpartida@csbcs.org		
Program Description:	Parent education programs for parents with children 0-5. Program provides education on child development, literacy, and community resources.		
Delivery Format:	• Group based services for parents • 8-10 week program taking place every trimester • Sessions held at various times to accommodate parents • Case management support, including developmental screenings and child developmental referrals.		

Program Name:	Development Specialist Case Management	**Service Provider:**	SBCS
Target Population:	Children age 0-5	**Participating School:**	Open to parents in SYSD schools
Point of Contact:	Helena Sabala, Program Director, SBCS, hsabala@csbcs.org		
Program Description:	Provide wraparound connection to resources that include behavioral and developmental screenings, assessments, and treatment.		
Delivery Format:	• Individual services • Case management provided for up to 10 weeks		

Program Name:	Attendance Intervention Specialists	**Service Provider:**	SBCS
Target Population:	Students of all target schools	**Participating School:**	Willow Elementary, Smythe Elementary, San Ysidro Middle
Point of Contact:	Veronica Partida, Program Coordinator, SBCS, vpartida@csbcs.org Eric Wong, Program Coordinator, SBCS, ewong@csbcs.org		
Program Description:	Promote student and family engagement to ensure that children do not fall behind due to chronic absenteeism.		
Delivery Format:	• Individual services • Taking place before, during, and afterschool • Ongoing student and family support		

Attachment G: San Diego Promise Neighborhood Programs and Partnerships

Program Name:	Tutoring	**Service Provider:**	SBCS
Target Population:	K-6th grade students within PN	**Participating School:**	Willow Elementary, Smythe Elementary
Point of Contact:	Veronica Partida, Program Coordinator, SBCS, vpartida@csbcs.org		
Program Description:	Tutors help students with core subjects through one-on-one support and/or group tutoring. Tutors work closely with teachers to ensure the support is in alignment with teacher lesson plans. Tutors provide academic support in all classes grades K-6.		
Delivery Format:	• Small group and individualized tutoring • Taking place in class during the school day and before/afterschool		

Program Name:	Academic Advocates	**Service Provider:**	SBCS
Target Population:	7-8th grade, first generation college students	**Participating School:**	San Ysidro Middle School
Point of Contact:	Eric Wong, Program Coordinator, SBCS, ewong@csbcs.org		
Program Description:	The Academic Advocate Program is a mentorship program that starts preparing students for success in college and careers as early as third grade through personalized relationships with adult educators to achieve academic and personal goals. Academic Advocates collaborate with teachers and school counselors to prepare students for success in college and careers through workshops, academic advising for students and parents, tutoring and homework support, and field trips and camps. Academic Advocates also implement the College Ambassadors Program where students who are enrolled in college, serve as Ambassadors to high school students and new college students to support the transition into college.		
Delivery Format:	• Individual services • Taking place before and afterschool • Students continue in cohort throughout duration of SDPN		

Attachment G: San Diego Promise Neighborhood Programs and Partnerships

Program Implemented by Partner Organizations

Program Name:	Promotoras	**Service Provider:**	Casa Familiar
Target Population:	Families within PN community	**Participating School:**	Willow Elementary, Smythe Elementary, San Ysidro Middle School
Point of Contact:	Kenya Sevilla, Program Manager, Casa Familiar, kenyas@casafamiliar.org		
Program Description:	The Promotora Program recruits members from the community to serve as liaisons between community residents and SDPromise services. Promotoras also provides schools with parent engagement support. Located on site at school Parent Centers, they provide intensive outreach, enrollment, and connections to neighborhood residents throughout the pipeline of solutions.		
Delivery Format:	• Individualized support • Ongoing parent outreach and support		

Program Name:	Resident Leadership Academy	**Service Provider:**	Casa Familiar
Target Population:	Adult community residents	**Participating School:**	Open to community
Point of Contact:	Kenya Sevilla, Program Manager, Casa Familiar, kenyas@casafamiliar.org		
Program Description:	A 10-18 week leadership training program for community residents. RLA engages and supports community members in creating better, healthier neighborhoods. RLA supports community members in better understanding advocacy, policy development and civic engagement implementation. Advocacy program focused on training residents to develop community projects		
Delivery Format:	15-week group-based program		

FIRST AMENDMENT TO THE MASTER DATA SHARING AGREEMENT
BETWEEN
SAN YSIDRO SCHOOL DISTRICT
AND
SBCS CORPORATION
FOR
SAN DIEGO PROMISE NEIGHBORHOOD

THIS FIRST AMENDMENT TO THE MASTER DATA SHARING AGREEMENT ("Amendment") is made and entered into effective as of 9/4/2024 and amends that certain Agreement between SBCS Corporation (SBCS), a California nonprofit, public benefit corporation, and San Ysidro School District ("SYSD"), executed as of 7/1/2024, as previously amended (the "Agreement").

The parties agree to amend the Agreement as follows:

1. Scope of Work
    a. Remove Existing Attachment 1 – Scope of Work and replace with updated Attachment 1 Scope of Work. Changes are marked by ***bold, italicized*** type.
2. Attachment F - SBCS Corporation San Diego Promise Neighborhood Informed Consent
    a. Remove Existing Attachment F – SBCS Corporation San Diego Promise Neighborhood Informed Consent and replace with updated Exhibit F SBCS Corporation San Diego Promise Neighborhood Informed Consent. Changes are marked by ***bold, italicized*** type.
3. Attachment H - San Ysidro School District – School Safety Certification Form
    a. The following certification form is added as "Attachment H" to the Agreement: San Ysidro School District – School Safety Certification Form.

Except as specifically herein amended, the Agreement, as previously amended, will remain in full force and effect.

The parties have executed this Amendment as set forth below.

SBCS CORPORATION
California non-profit, public benefit corporation

By: _____ Date: _____
Kathryn Lembo
President and Chief Executive Officer
430 F Street Chula Vista, CA 91910

SAN YSIDRO SCHOOL DISTRICT

By: _____ Date: _____
Dr. Gina A. Potter, Ed.D.
Superintendent
4350 Otay Mesa Road San Ysidro, CA 92173

FIRST AMENDMENT TO THE MASTER DATA SHARING AGREEMENT
BETWEEN
SAN YSIDRO SCHOOL DISTRICT
AND
SBCS CORPORATION

ATTACHMENT 1 – Scope of Work

SBCS Corporation and **San Ysidro School District** intend to collaborate on the provision of the scope of work as described herein.

1. **SBCS Corporation agrees to:**
   a. Act as lead agency for administration and management of the San Diego Promise Neighborhood (SDPN) project; provide staff to manage, implement, and oversee the day-to-day operations of the SDPN project, and coordinate project partners and hold all project partners accountable.
   b. Subject to funding, provide programming described in Attachment G that provides services to students and parents in the areas of early learning, academic support, attendance intervention, college/career pathway awareness and readiness, and parent/community engagement.
   c. Provide and coordinate a continuum of services to the children and families identified by the project.
   d. Coordinate data collection and reporting to funders for the project, working closely with data and evaluation partners on client tracking as well as process and outcome evaluation.
   e. Commitment to participate in community practice and fundraising for the project.
   f. Follow Safety Protocols, as indicated in Attachment H, and ensure program partners also follow Safety Protocols.
   g. SBCS and SDPN Participants shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the SBCS and SDPN Participants shall at all times comply with all applicable local, state, and federal laws, rules, and regulations and 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.
   h. SBCS and SDPN Participants are responsible for ensuring that their agents and employees comply with applicable state, county, and District guidelines whenever services are performed on all district-operated facilities.
   i. 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 District's Human Resources Office. This section may be waived if the District determines that SBCS and/or SDPN Participants and its employees will have limited contact with District pupils or if SBCS and/or SDPN Participants and its employees will be supervised at all times by District staff.
   j. SBCS and SDPN Participants agree with the provisions of Education Code Section 45125.1 regarding submitting fingerprints to the California Department of Justice. Consultant shall not be permitted to have any contact with District pupils until Consultant has verified in writing to the District that they have complied with Educational Code Section 45125.1. (Please complete "Attachment H - School Safety Certification Form". Other onboarding requirements may apply.)

2. **San Ysidro School District agrees to:**
   a. Provide access, referral, and coordination services to the children and families identified

by the project as at-risk or in need at the district schools located within our target area.

b. Participate in regularly scheduled committee meetings, as appropriate
c. Provide data and information relative to the project for purposes of evaluation, funder reporting, and measurement of components of the project.
d. Provide an in-kind match totaling $400,000 for space staff time, and services to support student educational progress.

3. **Value of Services.** No money or other consideration shall be transferred between the parties.

4. **Locations.** The services will be provided to the locations of SYSD listed below. All personal property of each party that is brought to the location in order to fulfill any of its obligations under this MOU shall remain the personal property of such party.

San Ysidro School District (SYSD)
Smythe Elementary School
Willow Elementary School
San Ysidro Middle School

FIRST AMENDMENT TO THE MASTER DATA SHARING AGREEMENT
BETWEEN
SAN YSIDRO SCHOOL DISTRICT
AND
SBCS CORPORATION

<u>Attachment F:</u> San Diego Promise Neighborhood Informed Consent

SBCS Corporation
San Diego Promise Neighborhood Informed Consent

SBCS Corporation (SBCS) would like to invite you to participate in the study portion of the San Diego Promise Neighborhood (SDPN) Project. The study will show how the Promise Neighborhood project is doing in supporting children to achieve their goals of attending college. This form gives information about SDPN and the study. At the end of the form, you can tell us whether you would like to participate in the study.

What is SDPN? SBCS received a federal grant to lead the implementation of SDPN. SDPN's purpose is to provide comprehensive services to families living or attending schools in San Ysidro and Barrio Logan/Logan Heights communities in order to support children in achieving their educational goals. A wide variety of services are available to parents and youth including tutoring, preschool, transitions to kindergarten, parenting education, workforce development and employment, nutritional and health support, prenatal support, and additional educational resources.

What is the study portion of SDPN? It is important to know if SDPN is helpful and is serving the individuals it is supposed to. To do this, information needs to be gathered to understand how the services are being delivered, who is receiving them, and if they are helping parents and children achieve their educational goals. Data will be gathered from school records and surveys. All reporting of gathered data will utilize a unique ID and researchers cannot track back to individual participants or students.

Who is conducting the study? SBCS is required to collect information as part of the grant process and is the lead agency in gathering the information. In addition, San Diego Association of Governments (SANDAG) which is the research partner on the project is guiding the process and will be analyzing the information. SANDAG has over 35 years of experience conducting research and has an excellent reputation for assisting programs in learning what works and what does not.

What are the risk and benefits to participating in the study? There are minimal anticipated risks and benefits to your participation of the study. While all measures will be taken to ensure your privacy, it is possible that information you share could be disclosed to others. There are no direct benefits from taking part in the study since you will receive services even if you choose not to participate; however, the information provided will help improve services provided to the community. The study is completely voluntary and you and/or your child(ren) can withdraw from the study at any time. You and/or your child(ren) will not be denied services if you choose to not participate in the study.

What will be done to protect me and/or my child(ren)'s privacy? Maintaining you and/or your child(ren)'s privacy is very important to us and every lawful effort will be made to keep your information private. No names will be entered with the information; rather a unique identification number will be used. Our research partner, SANDAG, has strict security measures which include storing information on a

double password protected site and storing hard copies in a locked room in a double locked filing cabinet. SBCS trains all SDPN staff and SDPN partners to follow strict rules to protect you and/or your child(ren)'s privacy and requires each staff member sign a confidentiality agreement to protect the privacy of all study participants. Hard copies of documents are continuously secured in locking file cabinets and electronic files are stored on a secure network, on password-protected devices. Additionally, the database software used in the study follows strict management and security protocols that protect your personal information. Only the people that are working with you and/or your child(ren) in the program or doing the study will have access to the information. No one else will see you and/or your child(ren)'s answers to the assessments, and all personal information will be kept separate from the survey answers.

There is little risk of survey answers and personal information being seen by people who do not have permission, but we have many safety measures in place to prevent this from happening. The researchers doing the study will never identify study participants in their reports. When a report is created, the information that you and/or your child(ren) provide will be combined and reported with information from everyone in the study so there will not be a way to identify whose answers are being reported. The data gathered as part of this project will be shared with the funder, The United States Department of Education and its authorized contractors for reporting and analyses purposes. However, we will exclude names and contact information from the data to increase your privacy.

What will I or my children be asked to do if I/we take part in the study? The project is funded for five years and your participation in the study will last through 2023 or until you stop participating in SDPN, whichever comes first. If you agree to the study, you and/or your child(ren) will be asked to complete an initial intake assessment and then the same assessment one time each year while you are participating. In addition to basic demographic information (e.g. race, age, and marital status), school data will also be collected to measure change in attendance and grades, as well as average test scores. Finally, some of the services have pre- and post-surveys to measure how helpful the program was to its participants. All information gathered will be confidential and every effort will be made to keep your information private. You and/or your child(ren) will be given a unique ID number and your name(s) will not be entered with the information you provide.

Who should I contact if I have any questions about the study? If you have any questions about your participation in this study, contact the Promise Neighborhood Director at 430 F Street, Chula Vista, CA 91910, telephone (619) 420-3620.

BELOW ARE THREE PERMISSION OPTIONS: (A) AGREE FOR YOUR CHILD(REN) TO PARTICIPATE IN THE STUDY; (B) AGREE FOR YOU TO PARTICIPATE IN THE STUDY; (C) AGREE FOR BOTH YOU AND YOUR CHILD(REN) TO PARTICIPATE IN THE STUDY (COMPLETE SECTIONS A & B).

A. FOR PARENT/GUARDIAN OF CHILD(REN) UNDER 18 YEARS OLD (please print clearly)

Permission to Participate in the Study

I have read and understood the study that is being conducted by SBCS Corporation and their partners. Any questions that I have asked have been answered to my satisfaction. I understand a copy of this form will be made available to me for relevant information and phone numbers. I maintain the right to discontinue this permission at any time without prejudice or negative consequences to my receiving services by contacting the San Diego Promise Neighborhood at 430 F Street, Chula Vista, CA 91910, telephone (619) 420-3620. I understand that the information will be used only for the purposes of the study and will be kept strictly confidential.

☐ Yes, I agree to allow my child to participate in the study.

☐ No, I do NOT agree to allow my child to participate in the study.

I, _____ _____

Print Parent/ Guardian Name **Parent/ Guardian Signature**

as the (**check one**) ☐ **Parent**, ☐ **Guardian**, or ☐ in **lieu of**

_____ _____

Print Child's Legal First Name **Print Child's Legal last Name**

_____ _____

Print Child's Legal First Name **Print Child's Legal last Name**

_____ _____

Print Child's Legal First Name **Print Child's Legal last Name**

_____ _____

Print Child's Legal First Name **Print Child's Legal last Name**

_____ _____

Print Child's Legal First Name **Print Child's Legal last Name**

DATE_____ Witness _____

***Attachment F:* San Diego Promise Neighborhood Informed Consent**

SBCS Corporation
San Diego Promise Neighborhood Informed Consent

SBCS Corporation (SBCS) would like to invite you to participate in the study portion of the San Diego Promise Neighborhood (SDPN) Project. The study will show how the Promise Neighborhood project is doing in supporting children to achieve their goals of attending college. This form gives information about SDPN and the study. At the end of the form, you can tell us whether you would like to participate in the study.

What is SDPN? SBCS received a federal grant to lead the implementation of SDPN. SDPN's purpose is to provide comprehensive services to families living or attending schools in San Ysidro and Barrio Logan/Logan Heights communities in order to support children in achieving their educational goals. A wide variety of services are available to parents and youth including tutoring, preschool, transitions to kindergarten, parenting education, workforce development and employment, nutritional and health support, prenatal support, and additional educational resources.

What is the study portion of SDPN? It is important to know if SDPN is helpful and is serving the individuals it is supposed to. To do this, information needs to be gathered to understand how the services are being delivered, who is receiving them, and if they are helping parents and children achieve their educational goals. Data will be gathered from school records and surveys. All reporting of gathered data will utilize a unique ID and researchers cannot track back to individual participants or students.

Who is conducting the study? SBCS is required to collect information as part of the grant process and is the lead agency in gathering the information. In addition, San Diego Association of Governments (SANDAG) which is the research partner on the project is guiding the process and will be analyzing the information. SANDAG has over 35 years of experience conducting research and has an excellent reputation for assisting programs in learning what works and what does not.

What are the risk and benefits to participating in the study? There are minimal anticipated risks and benefits to your participation of the study. While all measures will be taken to ensure your privacy, it is possible that information you share could be disclosed to others. There are no direct benefits from taking part in the study since you will receive services even if you choose not to participate; however, the information provided will help improve services provided to the community. The study is completely voluntary and you and/or your child(ren) can withdraw from the study at any time. You and/or your child(ren) will not be denied services if you choose to not participate in the study.

What will be done to protect me and/or my child(ren)'s privacy? Maintaining you and/or your child(ren)'s privacy is very important to us and every lawful effort will be made to keep your information private. No names will be entered with the information; rather a unique identification number will be used. Our research partner, SANDAG, has strict security measures which include storing information on a

double password protected site and storing hard copies in a locked room in a double locked filing cabinet. SBCS trains all SDPN staff and SDPN partners to follow strict rules to protect you and/or your child(ren)'s privacy and requires each staff member sign a confidentiality agreement to protect the privacy of all study participants. Hard copies of documents are continuously secured in locking file cabinets and electronic files are stored on a secure network, on password-protected devices. Additionally, the database software used in the study follows strict management and security protocols that protect your personal information. Only the people that are working with you and/or your child(ren) in the program or doing the study will have access to the information. No one else will see you and/or your child(ren)'s answers to the assessments, and all personal information will be kept separate from the survey answers.

There is little risk of survey answers and personal information being seen by people who do not have permission, but we have many safety measures in place to prevent this from happening. The researchers doing the study will never identify study participants in their reports. When a report is created, the information that you and/or your child(ren) provide will be combined and reported with information from everyone in the study so there will not be a way to identify whose answers are being reported. The data gathered as part of this project will be shared with the funder, The United States Department of Education and its authorized contractors for reporting and analyses purposes. However, we will exclude names and contact information from the data to increase your privacy.

What will I or my children be asked to do if I/we take part in the study? The project is funded for five years and your participation in the study will last through 2023 or until you stop participating in SDPN, whichever comes first. If you agree to the study, you and/or your child(ren) will be asked to complete an initial intake assessment and then the same assessment one time each year while you are participating. In addition to basic demographic information (e.g. race, age, and marital status), school data will also be collected to measure change in attendance and grades, as well as average test scores. Finally, some of the services have pre- and post-surveys to measure how helpful the program was to its participants. All information gathered will be confidential and every effort will be made to keep your information private. You and/or your child(ren) will be given a unique ID number and your name(s) will not be entered with the information you provide.

Who should I contact if I have any questions about the study? If you have any questions about your participation in this study, contact the Promise Neighborhood Director at 430 F Street, Chula Vista, CA 91910, telephone (619) 420-3620.

BELOW ARE THREE PERMISSION OPTIONS: (A) AGREE FOR YOUR CHILD(REN) TO PARTICIPATE IN THE STUDY; (B) AGREE FOR YOU TO PARTICIPATE IN THE STUDY; (C) AGREE FOR BOTH YOU AND YOUR CHILD(REN) TO PARTICIPATE IN THE STUDY (COMPLETE SECTIONS A & B).

A. FOR PARENT/GUARDIAN OF CHILD(REN) UNDER 18 YEARS OLD (please print clearly)

Permission to Participate in the Study

I have read and understood the study that is being conducted by SBCS Corporation and their partners. Any questions that I have asked have been answered to my satisfaction. I understand a copy of this form will be made available to me for relevant information and phone numbers. I maintain the right to discontinue this permission at any time without prejudice or negative consequences to my receiving services by contacting the San Diego Promise Neighborhood at 430 F Street, Chula Vista, CA 91910, telephone (619) 420-3620. I understand that the information will be used only for the purposes of the study and will be kept strictly confidential.

☐ Yes, I agree to allow my child to participate in the study.

☐ No, I do NOT agree to allow my child to participate in the study.

I, _____ _____

Print Parent/ Guardian Name **Parent/ Guardian Signature**

as the (**check one**) ☐ **Parent**, ☐ **Guardian**, or ☐ in **lieu of**

_____ _____

Print Child's Legal First Name **Print Child's Legal last Name**

_____ _____

Print Child's Legal First Name **Print Child's Legal last Name**

_____ _____

Print Child's Legal First Name **Print Child's Legal last Name**

_____ _____

Print Child's Legal First Name **Print Child's Legal last Name**

_____ _____

Print Child's Legal First Name **Print Child's Legal last Name**

DATE_____ Witness _____

B. FOR ADULTS 18 YEARS OR OLDER (please print clearly)

Permission to Participate in the Study

I have read and understood the study that is being conducted by SBCS and their partners. Any questions that I have asked have been answered to my satisfaction. I understand a copy of this form will be made available to me for relevant information and phone numbers. I maintain the right to discontinue this permission at any time without prejudice or negative consequences to my receiving services by contacting the San Diego Promise Neighborhood at 430 F Street, Chula Vista, CA 91910, telephone (619) 420-3620.
I understand that the information will be used only for the purposes of the study and will be kept strictly confidential.

☐ Yes, I agree to participate in the study.

☐ No, I do NOT agree to participate in the study.

I,_____ _____
Print Name **Signature**

I,_____ _____
Print Name **Signature**

DATE_____ Witness _____

FIRST AMENDMENT TO THE MASTER DATA SHARING AGREEMENT
BETWEEN
SAN YSIDRO SCHOOL DISTRICT
AND
SBCS CORPORATION

Attachment H: San Ysidro School District – School Safety Certification Form

[CERTIFICATION FORM INCLUDED AFTER THIS PAGE]

Attachment H: San Ysidro School District School - Safety Certification Form

San Ysidro School District

SCHOOL SAFETY CERTIFICATION FORM

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

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

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

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

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

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

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

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

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

Company Name:_____

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

Signature _____Date _____

REVISED

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: September 12, 2024

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

FROM:
Russell Little, Asst. Superintendent
Educational Leadership & Pupil Services

☐ Informational
☒ Action

AGENDA ITEM: MEMORANDUM OF UNDERSTANDING WITH CALIFORNIA NATIONAL GUARD – COUNTERDRUG TASK FORCE

BACKGROUND INFORMATION:

The Counterdrug Task Force Drug Demand Reduction Outreach mission is to bring awareness of Drugs and Alcohol within our communities by providing preventative education that includes resiliency, life-skill building, and mental health-enhancing lessons. All curricula offered are evidence-based and aligned to the Health Education Standards of Public Schools.

The Counterdrug Task Force offers a THRIVE Resilience Program for teens, consisting of 9 class sessions approximately 40-50 minutes in length and aligned to national health and science standards. The Program will be offered to students at San Ysidro Middle School and Vista Del Mar Middle.

Topics include Stress & the Body, Identifying Emotions, Sense of Purpose- Strength of Character, Influence, Risk and Choices, Optimism, Taking Active Responsibility, Substance Misuse and Just the Facts…You Decide, and Resistance Skills.

RECOMMENDATION:

Approve the agreement with the California National Guard - Counterdrug Task Force to provide middle school students and staff with training and support at no cost to the District.

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 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

MEMORANDUM OF UNDERSTANDING
BETWEEN
CALIFORNIA NATIONAL GUARD – COUNTERDRUG TASK FORCE
AND
SAN YSIDRO SCHOOL DISTRICT

1. PURPOSE. This Memorandum of Understanding (MOU) is intended to set forth the procedures, responsibilities, and obligations of the California National Guard (NGCA) Counterdrug Task Force (CDTF) and the San Ysidro School District (SYSD) whereby the CDTF may provide requested support to SYSD drug prevention activities.

2. BACKGROUND: Drug use prevention and early intervention, in the form of community events, prevention briefings, and assisting in counterdrug strategy development aimed at elementary, middle, and high school students is a vital aspect of the CDTF Counterdrug (CD) mission. Educating youth about the dangers of substance abuse improves youth resiliency and empowers them with the confidence to say no to drugs.

3. REFERENCE.

a. 32 U.S.C. §§ 112, 502, as amended
b. CNGBM 3100.01, "National Guard Counterdrug Support"
c. State of California Drug Interdiction and Counterdrug Activities Plan
d. Cal. Const. art V, §§ 1, 7, "Executive"
e. Cal Mil. & Vet. Code §§ 140, 160, 392 "The Military Forces of the State"
f. 21 U.S.C. § 871, et seq, "Controlled Substances Act"
g. Cal. Health & Saf. Code § 11000, et seq, "California Uniform Controlled Substances Act"
h. 28 U.S.C. §§ 2671-2680, "Federal Tort Claims Act"
i. 18 U.S.C. § 1385, "Posse Comitatus Act"
j. CNGBI 2400.00A, "Acquisition and Storage of Information Concerning Persons and Organizations Not Affiliated with the Department of Defense"
k. Guide to Equitable Sharing for State, Local and Tribal Law Enforcement Agencies
l. Annual Deputy Assistant Secretary of Defense (DASD) guidance

4. AUTHORITY.

a. 32 U.S.C. § 112 authorizes the Secretary of Defense (SecDef) to approve and provide funds for the Governor of California to utilize NGCA personnel not in federal service in support of federal, state, tribal, and local law enforcement agencies (LEA) and community-based organizations (CBO) in accordance with (IAW) CNGBM 3100.01 and the annual State Drug Interdiction and Counterdrug Activities Support Plan (State CD Support Plan). The Governor of California is the Commander-in-Chief of the NGCA, and may order it to execute the laws of the State IAW Cal. Const. art. V, §§ 1, 7, and Cal. Mil. & Vet. Code § 140.

b. 32 U.S.C. § 112 requires Department of Defense (DoD) consultation with the Office of National Drug Control Policy (ONDCP), prior to State CD Support Plan approval, for coordination of drug-control activities and related funding IAW the President's efforts to reduce illicit drug-related crime and violence as outlined in the annual National Drug Control Strategy.

c. SYSD teaches and maintains a safe and drug-free environment, and continues to comply with federal mandates for Title IV, Part A: Safe and Drug-Free Schools and Communities Act.

SYSD has adopted science-based and research-validated curriculums (evidence-based interventions) and programs that meet the federal requirements regarding comprehensive violence-prevention curriculum and character development and alcohol, tobacco, and other drug programs.

5. PLANNED DEPLOYMENT OF NATIONAL GUARD PERSONNEL AND/OR EQUIPMENT.

The role of the NGCA CDTF in Drug Demand Reduction Outreach (DDRO) operations is to provide training and support concerning militarily unique skills in leadership, mission analysis, planning, decision-making, and cross-organization coordination. This support is limited to promoting community-led efforts to develop and execute CD supply and demand reduction strategies for State, local, and Tribal organizations and Community-Based Organizations (CBOs) with a substance abuse prevention nexus. All NGCA CDTF DDRO operational support to State, Local, and Tribal organizations and Community-Based Organizations conducting substance abuse prevention will be initiated upon approval of a written request from the SYSD and will be performed IAW the SecDef, Governor, and Attorney General approved mission categories included in the State CD Support Plan. In order to ensure adequate mission planning and execution, SYSD will provide specific objectives for the DDRO mission and designate an SYSD point of contact.

6. COMMAND AND CONTROL.

a. The Governor of California has appointed The Adjutant General (TAG), per Military & Veterans Code § 160, to exercise command and control of all NGCA personnel. TAG has designated the Counterdrug Coordinator (CDC) to provide direction and oversight of NGCA personnel conducting CD activities. NGCA CDTF personnel will remain under military command and control at all times. TAG and CDC retain the right to recall any and all CDTF personnel or equipment from CD support to the SYSD at any time.

7. SCOPE OF APPROVED OPERATIONS.

a. Drug Demand Reduction Operations and Coalition Development. (Provide training and support concerning militarily unique skills in leadership, mission analysis, planning, decision-making, and cross-organization coordination.)

8. FORCE PROTECTION.

a. The SYSD shall be responsible for ensuring worksite security and compliance with all applicable federal health, safety, and hazardous material regulations. CDTF personnel will wear the authorized military uniform or civilian attire at, and when traveling to/from their assigned duty location as a risk mitigation measure. Further, CDTF personnel will avoid unnecessary confrontation with civilians encountered in the area of operations.

b. SYSD reserves the right to perform additional criminal records checks, and/or security screening of applicants in SYSD offices, classrooms, and/or in positions with access to SYSD information. Additional screening includes SYSD conducting criminal history queries covering SM driving record, criminal record, and security clearance. CDTF personnel are not authorized to participate in polygraph or lie detector-type tests without the CDC's approval. SYSD may request additional screening for CDTF personnel. Additional screening requests must be submitted in writing by the SYSD head of agency to the Counterdrug Commander (CDC), or designee, for approval. Applicants will be informed that such inquiries are likely to be completed

after entry on duty and that rejection by SYSD may result in their involuntary early release from support of the CDTF. SYSD may require CDTF personnel to agree to additional SYSD physical and information security requirements.

9. PUBLIC AFFAIRS.

The SYSD will be the lead agency for all public affairs (PA) and media relations. PA and media concerns for CDTF support will be coordinated with the CDC and CD PAO for interagency risk analysis prior to releasing any information to the media. The CDTF will not disclose information related to SYSD without explicit guidance or direction of the SYSD (or their designated representative) and the SYSD Office of Public Affairs and will ensure that PA efforts do not jeopardize the identity, safety, or security of CDTF or SYSD personnel and equipment.

10. SPECIAL INSTRUCTIONS, REQUIREMENTS, AND/OR RESTRICTIONS.

a. CDTF personnel shall remain in a support role to the SYSD**.**

b. CDTF support is designed to enhance the effectiveness of the SYSD and assigned duties must be consistent with the unique military capabilities of assigned personnel. Such support excludes secretarial, janitorial, or receptionist type duties.

c. The CDTF is required to provide timely reporting of drug prevention activities and CD support activities/statistics per applicable regulation, policy, and law. When necessary, and to the extent practicable, SYSD will provide the CDTF with number of students engaged and or number of hours of engagement and curtailment statistics (i.e. reduction in drug-related suspensions, reduction in absenteeism, etc.) directly attributed to CDTF support. Any information SYSD deems as sensitive information will not be included in these reports.

d. The CDTF will investigate workplace/mission accidents or injuries involving CDTF personnel and/or equipment. The SYSD will provide a liaison to the military investigation team, as required. CDTF personnel will not participate in SYSD's internal investigations without the CDC's express consent.

11. RESPONSIBLITIES OF THE PARTIES:

a. The CDTF will:

(1) Perform counterdrug support missions in support of the SAN YSIDRO SCHOOL DISTRICT as approved by the U.S. Secretary of Defense within the Governor's State Plan.

(2) Minimize the turnover of CDTF personnel assigned to counterdrug support functions of SAN YSIDRO SCHOOL DISTRICT.

(3) Participate in team meetings as available for the purpose of increasing and sharing knowledge of current and emerging trends and challenges from the program's perspective. Assume full responsibility for salary, benefits, and the administration of personnel records and any other administrative duties of CDTF personnel assigned to SAN YSIDRO SCHOOL DISTRICT.

(4) Not charge any direct or indirect costs to the SAN YSIDRO SCHOOL DISTRICT for administration or implementation of this agreement.

(5) Ensure that CDTF personnel wear appropriate attire while working in the SAN YSIDRO SCHOOL DISTRICT office and at other locations as operationally dictated.

(6) Screen CDTF personnel for counterdrug support duty in accordance with CNGBM 3100.01 and provide the SAN YSIDRO SCHOOL DISTRICT their current security clearance status.

(7) Information provided to or gained by the CDTF in connection with SAN YSIDRO SCHOOL DISTRICT operations will not be maintained by the CAARNG or stored in CDTF files or facilities.

b. The SAN YSIDRO SCHOOL DISTRICT will:

(1) Ensure that requests for CDTF support under this MOU originate either from the commissioner of the department of education or his/her designee.

(2) Ensure Counterdrug support will not exceed drug use prevention and early intervention in the context of student education.

(3) Submit annual requests at the beginning of September in writing for CDTF support to the California National Guard, Attn: Counterdrug Coordinator.

(4) Upon determination by the SAN YSIDRO SCHOOL DISTRICT, qualified CDTF personnel may be issued identification documentation including, but not limited to, building access or other passes as required to fulfill counterdrug support duties.

(5) Maintain all information in support of Counterdrug operations to include written SAN YSIDRO SCHOOL DISTRICT reports authored by CDTF personnel.

12. LIABILITY

a. It is agreed that the officers, agents, employees and/or volunteers of the SYSD shall not be deemed employees of the NGCA CDTF for workers' compensation, other insurance coverage, or for any other purpose. Likewise, the officers, agents, and employees of the NGCA CDTF shall not be deemed employees of the SYSD for worker's compensation, other insurance coverage or for any purpose. Each party will be solely responsible for processing any claims arising out of property damage or injuries to, or death of its own employees and agents that occur as a result of the officer, agent or employee's action(s) or omission(s) while that person is in the performance of his/her duty in accordance with applicable state and federal law.

b. CDTF personnel in a 32 U.S.C. § 502(f) duty status under the command and control of the NGCA and acting within the scope of their approved duties are protected from civil liability in their individual capacity by the Federal Tort Claims Act (FTCA) under 28 U.S.C. §§ 2671-2680; and are protected from state civil and criminal liability under Cal. Mil. & Vet. Code § 392.

13. RENEGOTIATION AND TERMINATION OF AGREEMENT.

Any and all modifications to this MOU must be mutually agreed upon by both parties in writing. This MOU will remain in effect while changes or amendments are being coordinated. This MOU is effective immediately upon signature of both parties and will remain in effect until terminated

by either party in writing. This MOU will be reviewed annually by the CDTF to ensure appropriateness and adequacy for support provided.

14. NO PRIVATE RIGHT CREATED.

This MOU does not create any right or benefit, substantial or procedural, enforceable at law or equity, by a party against the United States, its departments, agencies, or other entities, its employees, its officers, or any other person.

15. POINTS OF CONTACT. All correspondence to be sent and notices to be given pursuant to this MOU will be addressed, if to the California National Guard, to:

California National Guard
ATTN: CDTF DDRO Civil Operations
3130 Kilgore Rd, Rancho Cordova, CA 95670

Primary: Counterdrug DDRO OIC- MAJ Fermin Fierro

Alternate: DDRO NCOIC – SFC Nicole Pless

and, if to the San Ysidro School District School, to:

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

Primary: Assistant Superintendent of Educational Leadership and Pupil Services

Alternate: Marilyn Adrianzen, Chief Business Official

_____ _____
THOMAS W. KEEGAN (Date)
Col, CAANG
Counterdrug Commander
California National Guard

_____ _____
Gina A. Potter, Ed.D. (Date)
Superintendent
San Ysidro School District

_____ _____
ROBERT F. PAOLETTI (Date)
Brigadier General, USA
Director, Joint Staff
California National Guard